

## ADVERTISEMENT FOR PROPOSALS

### CITY OF TRUTH OR CONSEQUENCES Request for Proposals (RFP)

Public notice is hereby given that the **City of Truth or Consequences** is accepting Requests for Competitive Sealed Proposals (RFP) for:

#### **Signage and Pavement Markings**

Qualifications-based/best value competitive sealed proposals will be received by the Contracting Agency, **City of Truth or Consequences**, for **RFP No. 22-23-002**.

There will be a Pre-proposal site visit held on Friday, October 14, 2022 at 10:00 am at the City of Truth or Consequences City Clerks Office located at 505 Sims, Truth or Consequences, NM 87901. **Proposals will be received at the City of Truth or Consequences, Finance Office c/o the Chief Procurement Officer, 505 Sims Street, Truth or Consequences, NM until Tuesday, November 8, 2022 no later than 2:00 PM MST.**

Copies of the Request for Proposals will be available on line at [http://www.torcnm.org/departments/finance/public\\_invitation\\_for\\_bidders.php](http://www.torcnm.org/departments/finance/public_invitation_for_bidders.php) or emailed upon written or telephone request to Mindee Holguin, Chief Procurement Officer at 575-952-0490, email: [procurement@torcnm.org](mailto:procurement@torcnm.org).

Please mail or hand deliver the proposals to the Chief Procurement Officer, Mindee Holguin, at 505 Sims St., T or C, NM 87901. Proposals submitted after the specified date and time **will not** be considered and will be returned unopened.

Date: September 20, 2022

By: Mindee Holguin, Interim Chief Procurement Officer

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Las Cruces Sun

Sierra County Sentinel

**City of Truth or Consequences**  
STATE OF NEW MEXICO



**REQUEST FOR PROPOSAL (RFP)**

**SIGNAGE AND PAVEMENT MARKINGS**

**RFP #22-23-002**

**CITY OF TRUTH OR CONSEQUENCES PURCHASING  
505 SIMS  
TRUTH OR CONSEQUENCES, NM 87901**

**ISSUED: 9/23/22**

**PRE-PROPOSAL MEETING: 10/14/22 10:00 am MST**

**PROPOSAL DUE DATE: 11/08/22 2:00 pm MST**

# Table of Contents

I.	INTRODUCTION .....	1
A.	PURPOSE OF THIS REQUEST FOR PROPOSALS .....	1
B.	BACKGROUND INFORMATION .....	1
C.	SUMMARY SCOPE OF WORK .....	2
D.	CHIEF PROCUREMENT OFFICER .....	2
E.	PROPOSAL DELIVERY .....	2
F.	DEFINITION OF TERMINOLOGY.....	3
G.	PROCUREMENT LIBRARY .....	6
II.	CONDITIONS GOVERNING THE PROCUREMENT .....	7
A.	SEQUENCE OF EVENTS .....	7
B.	EXPLANATION OF EVENTS .....	7
1.	Issue Request for Proposal (RFP) .....	7
2.	Acknowledgement of Receipt Form .....	8
3.	Voluntary Pre-Proposal Conference.....	8
4.	Deadline to Submit Written Questions .....	8
5.	<b>Response to Written Questions</b> .....	8
6.	<b>Submission of Proposal</b> .....	9
7.	Proposal Evaluation .....	9
8.	Selection of Finalists .....	9
9.	Award Recommendation and Contract Submitted to the City Commission .....	10
10.	<b>Notice of Award and Contract Given to Successful Offeror</b> .....	10
11.	Protest Deadline .....	10
C.	GENERAL REQUIREMENTS.....	11
1.	Acceptance of Conditions Governing the Procurement .....	11
2.	Incurring Cost.....	11
3.	Prime Contractor Responsibility .....	11
4.	Subcontractors/Consent .....	11
5.	Amended Proposals .....	11
6.	Offeror's Rights to Withdraw Proposal.....	11
7.	Proposal Offer Firm.....	11
8.	Disclosure of Proposal Contents .....	12
9.	No Obligation.....	12
10.	Termination .....	12
11.	Sufficient Appropriation.....	12
12.	Legal Review .....	13
13.	Governing Law.....	13
14.	Basis for Proposal .....	13
15.	Contract Terms and Conditions .....	13
16.	Offeror's Terms and Conditions .....	14
17.	Contract Deviations .....	14
18.	Offeror Qualifications .....	14
19.	Right to Waive Minor Irregularities .....	14
20.	Change in Contractor Representatives .....	14
21.	Notice of Penalties.....	14
22.	Agency Rights .....	14
23.	Right to Publish.....	14
24.	Ownership of Proposals .....	15
25.	Confidentiality .....	15

26.	<i>Electronic Mail Address Required</i>	15
27.	<i>Use of Electronic Versions of this RFP</i>	15
28.	<i>Campaign Contribution Disclosure Form</i>	15
29.	<i>Letter of Transmittal</i>	15
30.	<i>Disclosure Regarding Responsibility</i>	16
31.	<i>New Mexico Preferences</i>	18
<b>III.</b>	<b>RESPONSE FORMAT AND ORGANIZATION</b>	<b>19</b>
A.	NUMBER OF RESPONSES	19
B.	NUMBER OF COPIES	19
1.	<i>Hard Copy Responses (Technical and Cost Responses)</i>	19
a)	<i>Technical Proposals (Binder 1)</i>	19
b)	<i>Cost Proposals (Binder 2)</i>	20
C.	PROPOSAL FORMAT	20
1.	<i>Proposal Content and Organization</i>	20
a)	<b>TECHNICAL PROPOSAL (Binder 1)</b>	20
b)	<b>COST PROPOSAL (Binder 2)</b>	21
<b>IV.</b>	<b>SPECIFICATIONS</b>	<b>21</b>
A.	<b>DETAILED SCOPE OF WORK</b>	21
B.	TECHNICAL SPECIFICATIONS	22
C.	BUSINESS SPECIFICATIONS	22
1.	<i>Letter of Transmittal Form</i>	22
2.	<i>Campaign Contribution Disclosure Form</i>	23
3.	<b>Proof of Liability Insurance</b>	23
4.	<i>Conflict of Interest-Debarment/Suspension Certification Form (APPENDIX E)</i>	23
5.	<i>Cover Letter</i>	23
6.	<i>Agreement With Terms and Conditions in Draft Contract</i>	23
7.	<i>Cost</i>	23
8.	<i>Resident Business or Resident Veterans Preference</i>	23
<b>V.</b>	<b>EVALUATION</b>	<b>24</b>
A.	EVALUATION POINT SUMMARY	24
B.	EVALUATION FACTORS (SEE TABLE 1)	24
1.	<i>B.1 Approach to Complete the Project</i>	24
2.	<i>B.2. Estimated Length of Time to Complete Project</i>	24
3.	<i>B.3. List Street Areas to Be Marked</i>	24
4.	<i>B.4. List What the Street Areas Will be Marked With</i>	24
5.	<i>B.5 List Where Signs Will Be Posted</i>	25
6.	<i>B.6. List What the Signs Will Have on Them</i>	25
7.	<i>B.7. List the Materials and Labor That Will be Needed</i>	25
8.	<i>C.1 Cost</i>	25
9.	<i>C.2 New Mexico Preferences</i>	25
C.	EVALUATION PROCESS	25
<b>APPENDIX A</b>		<b>27</b>
	ACKNOWLEDGEMENT OF RECEIPT FORM	27
<b>APPENDIX B</b>		<b>28</b>
	LETTER OF TRANSMITTAL FORM	28
<b>APPENDIX C</b>		<b>29</b>
	COMPANY INFORMATION FORM	29

<b>APPENDIX D</b> .....	<b>30</b>
CAMPAIGN CONTRIBUTION DISCLOSURE FORM .....	30
<b>APPENDIX E</b> .....	<b>33</b>
<b>CONFLICT OF INTEREST-DEBARMENT/SUSPENSION CERTIFICATION FORM</b> .....	33
<b>APPENDIX F</b> .....	<b>35</b>
<b>DETAILED SCOPE OF WORK RESPONSE FORM</b> .....	35
<b>APPENDIX G</b> .....	<b>38</b>
COST RESPONSE FORM .....	38
<b>APPENDIX H</b> .....	<b>39</b>
DRAFT CONTRACT .....	39
<b>EXHIBIT A</b> .....	<b>49</b>
TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN .....	49

# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The City of Truth or Consequences is requesting proposals to address transportation safety issues and safety challenges by calming traffic, improving pedestrian accessibility, Americans with Disabilities Act (ADA) compliance, and communicating roadway conditions. Among other things, the City anticipates meeting these issues via increased striping and signage. The offeror will follow the recommendations provided in the Truth or Consequences, NM Multimodal Transportation Safety Plan (Safety Plan). (**Exhibit A**).

## B. BACKGROUND INFORMATION

According to the attached Truth or Consequences, NM Multimodal Transportation Safety Plan, New Mexico has the highest rate of pedestrian fatalities nationally and has been amongst the top five states for pedestrian fatalities over the last nine years. Moreover, New Mexico has been in the top quartile for 18 out of 26 years for vehicular fatalities between 1994 and 2019. Between 2015 and 2019, over one thousand people annually suffered serious injuries on New Mexico Public roads. Mitigating these challenges is the driving force behind helping New Mexico communities address transportation safety issues. The New Mexico Department of Transportation (NMDOT) views Transportation Safety Plans as foundations for communities to address transportation safety challenges, as well as to pursue funding opportunities at the federal, state, regional, and local levels.

The Safety Plan has **three focus areas**, as highlighted in Figure 1 on Exhibit A. **Focus Area One** is Downtown T or C. **Focus Area Two** is Smith Avenue East of N. Date Street, Silver Street between Smith Avenue and N. Silver Street, N. Silver Street between Silver Street and Marie Street, and Silver Street to E. 9<sup>th</sup> Avenue. This corridor provides access to T or C Elementary School, Sierra Vista Hospital, and Sierra Health Care. Lastly, **Focus Area 3** is New School Road from Date Street to Marie Street between the High School and the Middle School.

A Contract will be issued for the work and services to be provided. Purchase Orders will be issued within the applicable fiscal year subject to availability of funding. A Purchase Order is required prior to the delivery of any material or service under this agreement. No material or service shall be accepted or delivered without a Purchase Order.

Material requirements and related specifications are contained in the Section IV of this RFP.

Potential Proposers are highly encouraged to read this entire solicitation and Truth or Consequences, NM Multimodal Transportation Safety Plan (Exhibit A) as important information, including mandatory requirements, is contained in other places within this RFP.

**C. SUMMARY SCOPE OF WORK**

The scope of work consists of providing the products or services specified herein. The City is requesting proposals to provide removal of existing signage and pavement markings and to provide new signage and pavement markings in compliance with the Truth or Consequences, NM Multimodal Transportation Safety Plan (Exhibit A)

This procurement will be conducted in accordance with the New Mexico State Procurement Code as required by 13-1-111 NMSA 1978. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

The resulting contract will be a single award.

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

**D. CHIEF PROCUREMENT OFFICER**

The City of Truth or Consequences has assigned a Chief Procurement Officer who is responsible for the conduct of this procurement whose title, address, telephone number and e-mail address are listed below:

Name: Chief Procurement Officer  
Address: 505 Sims St., Truth or Consequences, NM 87901  
Telephone: (575) 952-0490  
Fax: (575) 894-0363  
Email: [procurement@torcnm.org](mailto:procurement@torcnm.org)

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact **ONLY** the Chief Procurement Officer regarding this procurement. Other City employees or Evaluation Committee members do not have the authority to respond to questions.
2. **Protests of the solicitation or award must be submitted in writing to the Chief Procurement Officer identified in Section II.B.11.** As a Chief Procurement Officer has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Chief Procurement Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.

**E. PROPOSAL DELIVERY**

All deliveries of proposals via express carrier, courier, or hand delivery, must be addressed and submitted as follows (including the hard-copy requirement):

Name: City of Truth or Consequences/Chief Procurement Officer  
Reference RFP Name: RFP #22-23-002 Signage and Pavement Markings

Address: 505 Sims Street  
Truth or Consequences, NM 87901

Electronic proposals will not be accepted.

## **F. DEFINITION OF TERMINOLOGY**

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

1. **“Agency”** means the City of Truth or Consequences.
2. **“Annual Rate”** means the total annual cost for providing the entire services as listed in the Detailed Scope of Work without consideration for hourly rates per service.
3. **“Business Hours”** means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
4. **“City”** means the City of Truth or Consequences, County of Sierra, State of New Mexico.
5. **“City Commission”** means the elected individuals whom are responsible for governing the City of Truth or Consequences.
6. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
7. **“Chief Procurement Officer”** means the person or designee authorized by the City to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
8. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978. See also NMAC 1.4.1.45. The following items may not be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.
9. **“Contract”** means a written agreement for the procurement of items of tangible personal property, services, or professional services.
10. **“Contractor”** shall mean the successful Offeror who enters into an Agreement with the City.

11. **"Determination"** means the written documentation of a decision of a Chief Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file.
12. **"Desirable"** – the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.
13. **"Evaluation Committee"** means a body appointed to perform the evaluation of Offeror proposals.
14. **"Evaluation Committee Report"** means a report prepared by the Procurement Officer or his or her designee and the Evaluation Committee for Contract award. It will contain written determinations resulting from the procurement.
15. **"Finalist"** means an Offeror and/or Offerors who meet all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
16. **"Hourly Rate"** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for Contractor personnel, as well as subcontractor personnel if appropriate.
17. **"Mandatory"** – the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
18. **"Minor Irregularities"** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
19. **"Multiple Source Award"** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
20. **"Offeror"** is any person, corporation, or partnership who chooses to submit a proposal.
21. **"Price Agreement"** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
22. **"Procurement Manager"** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
23. **"Project"** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a

budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

24. **“Purchase Order”** or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.
25. **"Request for Proposals"** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
26. **"Responsible Offeror”** means an offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.
27. **"Responsive Offer" or "Responsive Proposal"** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity, and delivery requirements.
28. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.
29. **“Services”** means delivering value to customers by facilitating outcomes customers want to achieve.
30. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
31. **"Successful Offeror"** means an Offeror submitting a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.
32. **“Solicited and Awarded”** means an Invitation to Bid or RFP was made available to the general public, through any means.

33. **"Staff"** means an individual who is full-time, part-time, or an independently Contracted employee with the Offeror company.

34. **"Successful Offeror"** means an Offeror who has met all qualifications

#### **G. PROCUREMENT LIBRARY**

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

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.  
[http://www.torcnm.org/departments/finance/public\\_invitation\\_for\\_bidders.php](http://www.torcnm.org/departments/finance/public_invitation_for_bidders.php) .

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	City of T or C	09/23/22
2. Acknowledgement of Receipt Form	Potential Offerors	10/04/22 2:00 PM MST
3. Voluntary Pre-Proposal Conference	Agency	10/14/22 10:00 am MST
4. Deadline to submit Written Questions	Potential Offerors	10/25/22 2:00 pm MST
5. Response to Written Questions	City of T or C	10/28/22 5:00 pm MST
<b>6. <i>Submission of Proposal</i></b>	<b><i>Potential Offerors</i></b>	<b><i>11/08/22 2:00 pm MST</i></b>
7.* Proposal Evaluation	Evaluation Committee	11/10/22
8.* Selection of Finalists	Evaluation Committee	11/10/22
9.* Award Recommendation and Contract Submitted to the City Commission	Agency/Finalist Offerors	11/23/22
10.* Notice of Award and Contract given to successful offeror	Chief Procurement Officer	11/23/22
11.* Protest Deadline	Proposers/Chief Procurement Officer	12/08/22 5:00 pm MST

\* Dates indicated in Events 7 through 11 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

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

#### 1. Issue Request for Proposal (RFP)

This RFP is being issued on behalf of the City of Truth or Consequences as indicated in Section II.A, Sequence of Events.

## **2. Acknowledgement of Receipt Form**

Potential Offerors may hand deliver, e-mail or send by registered or certified mail the Acknowledgement of Receipt Form (APPENDIX A), to the Chief Procurement Officer identified in Section I.D, at [procurement@torcnm.org](mailto:procurement@torcnm.org) to have their organization placed on the procurement Distribution List. The form must be returned to the Chief Procurement Officer as indicated in Section II.A, Sequence of Events.

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

## **3. Voluntary Pre-Proposal Conference**

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, in the City of Truth or Consequences at 505 Sims Street, Truth or Consequences, NM 87901.

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

Attendance at the Pre-Proposal Conference is voluntary, but highly encouraged.

## **4. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent and clarity of this RFP as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Chief Procurement Officer as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## **5. Response to Written Questions**

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

Written responses will also be posted to the Procurement Library:  
[http://www.torcnm.org/departments/finance/public\\_invitation\\_for\\_bidders.php](http://www.torcnm.org/departments/finance/public_invitation_for_bidders.php).

## **6. Submission of Proposal**

All proposals must be received by the Chief Procurement Officer or designee no later than as indicated in Section II.A. Sequence of Events. **NO LATE PROPOSALS WILL BE ACCEPTED.** Proposals will be date and time-stamped. This RFP requires hard copies be delivered. The date and time of receipt will be recorded on each proposal. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third-party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address nor any other reason for a delay will be accepted for failure to make the stated deadline.

***Hard copy proposals must be addressed and delivered to the Chief Procurement Officer at the address identified in Section I.D.*** Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP #22-23-002 Signage and Pavement Markings.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required approval by the City Commission and signature(s) on the contract(s) resulting from the procurement has been obtained.

## **7. Proposal Evaluation**

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

## **8. Selection of Finalists**

The Evaluation Committee will select and the Chief Procurement Officer will notify the finalist Offeror as per schedule Section II.A, Sequence of Events or as soon as possible thereafter.

Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.9). Please note, however,

that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**9. Award Recommendation and Contract Submitted to the City Commission**

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

Award recommendation and Contract will be submitted to the City Commission for approval as indicated in Section II.A, Sequence of Events or as soon as possible thereafter.

**10. Notice of Award and Contract Given to Successful Offeror**

Upon approval of the award recommendation from the City Commission and receipt of the signed contractual agreement, the City’s Procurement office will submit award and contract as per Section II.A., Sequence of Events, or as soon as possible thereafter to successful offeror.

**11. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Chief Procurement Officer has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Chief Procurement Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end as indicated in Section II.A, Sequence of Events on the 15<sup>th</sup> day. Protests must be written (electronic protests will not be accepted) and must include the name, address, and phone number of the protestor and the Request for Proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Name: City of Truth or Consequences/Chief Procurement Officer  
Address: 505 Sims St., Truth or Consequences, NM 87901

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

## C. GENERAL REQUIREMENTS

### 1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.29, located in APPENDIX B.

### 2. Incurring Cost

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

### 3. Prime Contractor Responsibility

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

### 4. Subcontractors/Consent

The use of subcontractors is not allowed.

### 5. Amended Proposals

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

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

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

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

### 7. Proposal Offer Firm

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

## 8. Disclosure of Proposal Contents

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

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

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

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

## 9. No Obligation

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

## 10. Termination

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

## 11. Sufficient Appropriation

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

## 12. Legal Review

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

## 13. Governing Law

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

## 14. Basis for Proposal

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

## 15. Contract Terms and Conditions

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

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

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

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

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

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

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements. The City of T or C will determine if the Offeror's Terms and Conditions are acceptable.

## **17. Contract Deviations**

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

## **18. Offeror Qualifications**

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

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

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

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

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

## **21. Notice of Penalties**

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

## **22. Agency Rights**

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

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any

information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

#### **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the City of Truth or Consequences. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

#### **25. Confidentiality**

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

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

#### **26. Electronic Mail Address Required**

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

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

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. For the most updated information, please refer to the procurement library located at: [http://www.torcnm.org/departments/finance/public\\_invitation\\_for\\_bidders.php](http://www.torcnm.org/departments/finance/public_invitation_for_bidders.php)

#### **28. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX D, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Mayor, Mayor Pro-tem, Commissioners, or other identified official. **Failure to complete and return the signed, unaltered form may result in Offeror's disqualification.**

#### **29. Letter of Transmittal**

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX B), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE**

**ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address, and Phone Number);
2. Identify the Name, title, e-mail address, and phone number of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content;
3. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to respond to ALL items as indicated above, may result in Offeror's disqualification.**

### **30. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
  - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City's Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City's Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in

addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the City's Chief Procurement Officer or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City's Chief Procurement Officer or Central Purchasing Officer.

### **31. New Mexico Preferences**

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors **must** include a copy of their current New Mexico Preference Certificate with their proposal, if applicable. An expired Preference Certificate will not be considered. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

#### **A. New Mexico Business Preference**

A current copy of the certification must accompany Offeror's proposal.

#### **B. New Mexico Resident Veterans Business Preference**

A current copy of the certification must accompany Offeror's proposal.

**An agency shall not award a business both a resident business preference and a resident veteran business preference.**

**The New Mexico Preferences shall not apply if/because the expenditures for this RFP include federal funds.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. NUMBER OF COPIES

##### 1. Hard Copy Responses (Technical and Cost Responses)

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in Section III.C. Proposal Format. Proposals must be submitted in the manner outlined below, and sealed according to the definition provided in Section I.F. Each ORIGINAL binder (Technical and Cost) shall be clearly marked as "ORIGINAL" on the front of the binder. The additional HARD COPIES must each be submitted in separate binders, and must be clearly identified as "COPY" on the front cover.

Technical and Cost portions of Offerors proposal **must** be submitted in separate binders as indicated below in this section, and **must** be prominently identified as "Technical Binder," or "Cost Binder," on each front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package or box according to the information provided in Section I.E. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package or box, as long as the Technical Binders and Cost Binders are each submitted in separate binders.

Offerors **must** deliver:

##### a) Technical Proposals (Binder 1)

One (1) Original and three (3) hard copies of the proposal containing **ONLY** the Technical Proposal; Original and all hard copies of the Technical Proposal shall be in separate labeled binders. The Technical Proposals **SHALL NOT** contain any cost information. Electronic submissions of Proposal will not be accepted.

- i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F. and detailed in Section II.C.8, Offeror **must** submit:
  - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.) versions for evaluation purposes; **AND**
  - ONE (1) additional **redacted** (def. Section I.F.) HARD COPY version and ONE (1) additional **redacted** electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the front cover of the hard-copy binder and on the first page of the electronic file.;

**b) Cost Proposals (Binder 2)**

One (1) original, hard copy of the Cost Proposal; the original, hard copy of the Cost Proposal shall be in a separate labeled binder from the Technical Proposals. Electronic submission will not be accepted.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization**, may be deemed non-responsive and rejected on that basis.

**All Technical and Costs proposals must be received no later than the time and date indicated in Section II.A. Sequence of Events.**

**C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Organization of binders/folders/envelopes for hard copy proposals:

**1. Proposal Content and Organization**

For evaluation purposes, applicants are expected to provide a detailed description of how they will provide and perform the tasks identified in the detailed scope of work in Section IV A.

Within each section of the proposal, Offerors should address the items in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in Binder 2.**

A Proposal Summary may be included in Offeror’s Technical Proposal (Binder 1), to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal.

The proposal **must be** organized and **indexed/tabbed** in the following format and **must contain, at a minimum,** all listed items in the sequence indicated.

**a) TECHNICAL PROPOSAL (Binder 1)**

**DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

Each section listed below **shall be indexed/tabbed in the binder** and each form must be completely filled out and signed if required as follows:

- TAB A            Table of Contents
- TAB B            Letter of Transmittal Form (Section IV C 1) (APPENDIX B)

TAB C	Cover Letter (Section IV C 5)
TAB D	Detailed Scope of Work Response Form (APPENDIX F)
TAB E	Company Information Form (APPENDIX C)
TAB F	Campaign Contribution Disclosure Form (APPENDIX D)
TAB G	Conflict of Interest and Debarment/Suspension Certification Form (APPENDIX E)
TAB H	Proof of General Liability Insurance (Section IV C 3)
TAB I	New Mexico Preferences (if applicable) (Section IV C 8)
TAB J	Signed statement that offeror agrees with the Terms and Conditions in Draft Contract (APPENDIX J) (Section IV C.6) or Offeror's Terms and Conditions (if applicable) (Section II.C.16)

Within each section of the proposal listed, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed, signed, and included in the appropriate section of the proposal.

**b) COST PROPOSAL (Binder 2):**

- i. Completed Cost Response Form (APPENDIX G)
- ii. Delivery: Cost Proposal must be in a binder or envelope completely separate from the Technical Proposal Binder in #1. Binder or envelope must be clearly labeled as follows: Cost Proposal RFP #22-23-002 Signage and Pavement Markings.

**IV. SPECIFICATIONS**

**A. DETAILED SCOPE OF WORK**

The CITY desires to obtain comprehensive proposals from Respondents to provide signage and pavement markings in conjunction with the Truth or Consequences, NM Multimodal Transportation Safety Plan (Exhibit A).

The detailed scope of work shall be for the three focus areas listed below:

**Focus Area 1:** Downtown T or C

**Focus Area 2:** Smith Avenue east of N. Date Street, Silver Street between Smith Avenue and N. Silver Street, N. Silver Street between Silver Street and Marie Street, and Silver Street to E. 9<sup>th</sup> Avenue

**Focus Area 3:** New School Road which is Date Street to Marie Street that runs between the high school and middle school.

Work shall include, but is not limited to:

- Removal of existing signage and posts
- New signage and posts
- Removal of current pavement markings
- New pavement markings

- Multiple phasing for installation
- Marking quoted with extruded hot thermoplastic and reflective glass beads
- Pedestrian crossing signs
- Radar speed signs with speed limit
- Radar feedback unit (sign)
- Layout points to be provided by general contractor at 30' to 40' intervals maximum
- Provide sign survey, staking and white lining
- Provide multiple phasing for installation if needed and remove existing signs.
- Traffic Control and Barricading (shadow operation and flagging as needed)
- Labor
- Any other suggestion that the Proposer may have to complete the project

City is to ensure that roadway is clean for placement of pavement markings and that all other construction activities are complete prior to bidder beginning permanent striping operations.

City will be responsible for notifying the bidder when hazards inside the construction zone(s) need to be barricaded for pedestrian/bicycle safety

## **B. TECHNICAL SPECIFICATIONS**

As part of the evaluation process, Offeror must provide the following for each Focus Area on the Detailed Scope of Work Response Form (APPENDIX F)

1. Describe the approach the Offeror will take to complete the project (including traffic control and safety)
2. List the estimated length of time to complete the project
3. List which street areas will be marked (please give precise description of location)
4. List what the street areas will be marked with (directions, arrows, turns, etc.)
5. List where will signs be posted (please give precise description of location)
6. List what the signs will have on them (wording, arrows, symbols, etc.)
7. List of Materials and Labor that will be needed (do not include price)

## **C. BUSINESS SPECIFICATIONS**

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

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX B. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX B and to return a signed, unaltered form may result in Offeror's disqualification.

## **2. Campaign Contribution Disclosure Form**

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

## **3. Proof of Liability Insurance**

Offeror must provide proof of current liability insurance.

## **4. Conflict of Interest-Debarment/Suspension Certification Form (APPENDIX E)**

Offeror must represent and warrant that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

Offeror must certify that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency.

## **5. Cover Letter**

The Offer must submit a cover letter summarizing the proposal and key aspects of the services and materials to be provided. The letter must be signed by an individual having the legal authority to negotiate and sign contracts on behalf of the Respondent and identify the individual designated as the primary point of contact.

## **6. Agreement With Terms and Conditions in Draft Contract**

Offer must provide a signed statement stating that the Company Agrees with the Terms and Conditions in the Draft Contract (**APPENDIX J**) or provide any exceptions or suggested changes to the Draft Contract from Section II.C.16

## **7. Cost**

Offerors must complete the Cost Response Form in **APPENDIX G**. Cost will be measured by the total cost of a materials and labor as required Section IV A. Detail Scope of Work.

## **8. Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its current New Mexico Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department. Points will be added for one or the other, but not both.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

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

<b>Evaluation Factors</b> <i>(Correspond to section IV.B and IV C)</i>	<b>Points Available</b>
<b>B. Technical Specifications</b>	
1. Approach to complete the project	30
2. Estimated length of time to complete project	20
3. List street areas to be marked	20
4. List what the street areas will be marked with	20
5. List where signs will be posted	20
6. List what the signs will have on them	20
7. List the materials and labor that will be needed	30
C.1. Cost IV.C.7	40
<b>TOTAL POINTS AVAILABLE</b>	<b>200</b>
C.2.A. New Mexico Preference - Resident Vendor Points per Section IV.C.8. (5%) - OR-	<b>10</b>
C.2.B. New Mexico Preference - Resident Veterans Points per Section IV.C.8. (10%)	<b>20</b>

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS (See Table 1)

#### 1. B.1 Approach to Complete the Project

Describe your approach to complete the project from beginning to ending for all three Focus Areas as listed in Section IV. A. Include traffic control, safety, possible street closings, detours, and any other relevant information.

#### 2. B.2. Estimated Length of Time to Complete Project

For each Focus Area, estimate the length of time to complete that particular Focus Area.

#### 3. B.3. List Street Areas to Be Marked

List the street areas to be marked in detail. Provide drawings if needed.

#### 4. B.4. List What the Street Areas Will be Marked With

For each Focus Area, list what the street areas will be marked with. Provide drawings if needed.

**5. B.5 List Where Signs Will Be Posted**

For each Focus Area, list where the signs will be posted. Provide drawings if needed.

**6. B.6. List What the Signs Will Have on Them**

For each Focus Area, list what the signs will have on them.

**7. B.7. List the Materials and Labor That Will be Needed**

For each Focus Area, list the materials and labor that will be needed to complete the project. Note: Do not include cost in this area.

**8. C.1 Cost**

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

The total of all three Focus Areas will be used to calculate the Cost score.

$$\frac{\text{Lowest Responsive Offeror's Total Cost}}{\text{Each Offeror's Total Cost}} \times \text{Available Award Points}$$

**9. C.2 New Mexico Preferences**

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

**A. New Mexico Resident Business Preference**

If the Offeror has provided a copy of their current Preference Certificate the Preference Points for a New Mexico Resident Business is 5% of the total points available in this RFP.

**B. New Mexico Resident Veterans Business Preference**

If the Offeror has provided a copy of their current Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores

will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.9). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A  
ACKNOWLEDGEMENT OF RECEIPT FORM**

**REQUEST FOR PROPOSAL  
Signage and Pavement Markings  
RFP #22-23-002**

This Acknowledgement of Receipt Form should be signed and submitted no later than **as indicated in Section II A Sequence of Events**. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX H DRAFT CONTRACT

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

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

E-MAIL: \_\_\_\_\_ (please print)

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

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

**Submit Acknowledgement of Receipt Form to:**

To: Chief Procurement Officer  
505 Sims Street  
Truth or Consequences, NM 87901  
E-mail: [procurement@torcnm.org](mailto:procurement@torcnm.org)  
Subject Line: RFP #22-23-002 Signage and Pavement Markings  
Acknowledgement of Receipt Form

# APPENDIX B

## LETTER OF TRANSMITTAL FORM

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL. FAILURE TO RESPOND TO ALL FOUR (4) ITEMS MAY RESULT IN THE DISQUALIFICATION OF OFFEROR’S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!** (N/A, None, Does not apply, etc. are acceptable responses.)

**RFP#: 22-23-002 Signage and Pavement Markings**

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

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	

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

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

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

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

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement and the terms and conditions in the Draft Contract (APPENDIX H), as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- The undersigned Offeror's representative also acknowledges receipt of the following Addenda, if any:

Addendum No: \_\_\_\_\_, dated \_\_\_\_\_, Addendum No: \_\_\_\_\_, dated \_\_\_\_\_

Addendum No: \_\_\_\_\_, dated \_\_\_\_\_, Addendum No: \_\_\_\_\_, dated \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_\_  
 Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

# APPENDIX C

## COMPANY INFORMATION FORM

Date of Proposal: \_\_\_\_\_

Company name: \_\_\_\_\_

New Mexico State Business License No. \_\_\_\_\_

Resident Business or Veteran Business Preference Certificate No. \_\_\_\_\_

*NOTE: Attach a copy of the valid certificate and documentation to validate Percent preference.*

Contractor's New Mexico Gross Receipts Tax No. \_\_\_\_\_

Contractor's Federal Employee Identification No. \_\_\_\_\_

(Hereinafter called the "Respondent") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual, Limited Liability Company, Joint Venture, Other (Circle correct one).

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals #22-23-002 Signage and Pavement Markings for the City of Truth or Consequences.

The Respondent understands that the contract will be awarded in accordance with the provisions of the Request for Proposals and that the Owner reserves the right to reject any or all proposals and to waive any technical irregularities and will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By: (Authorized Signature) \_\_\_\_\_ Date: \_\_\_\_\_

By: (Same name, printed or typed) \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email: \_\_\_\_\_

(Affix Corporate Seal if proposal is by Corporation)

## **APPENDIX D**

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

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

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

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

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

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

**Name(s) of Applicable Public Official(s) if any:**

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX E**  
**CONFLICT OF INTEREST-DEBARMENT/SUSPENSION**  
**CERTIFICATION FORM**

**CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
- 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the City's contracting process;
  - 2) this Agreement complies with Section 10-16-7(8) NMSA 1978 because
    - i. the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
  - 3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;
  - 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

**DEBARMENT/SUSPENSION STATUS**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to the City's Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or Bid but prior to the award of the /Purchase Order/Agreement or contract.

**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

ORGANIZATION: \_\_\_\_\_

NAME OF AUTHORIZED SIGNER: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

**APPENDIX F**  
**DETAILED SCOPE OF WORK RESPONSE FORM**

Proposers Company Name: \_\_\_\_\_

**Focus Area 1: Downtown T or C**

1. Describe the approach the Offeror will take to complete the project (including traffic control and safety)
2. List the estimated length of time to complete the project
3. List which street areas will be marked (please give precise description of location)
4. List what the street areas will be marked with (directions, arrows, turns, etc.)
5. List where will signs be posted (please give precise description of location, include drawings if necessary)
6. List what the signs will have on them (wording, arrows, symbols, etc.)
7. Include any additional enhancements to the project
8. List of Materials and Labor that will be needed (do not include price)

Description of Material or Service	Estimated Quantity	Units (SF, LF, Each, etc.)

NOTE: Responses do not have to be submitted on this particular form: however, responses do have to be submitted in this format.

**Focus Area 2: Smith Avenue east of N. Date Street, Silver Street between Smith Avenue and N. Silver Street, N. Silver Street between Silver Street and Marie Street, and Silver Street to E. 9<sup>th</sup> Avenue**

1. Describe the approach the Offeror will take to complete the project (including traffic control and safety)
2. List the estimated length of time to complete the project
3. List which street areas will be marked (please give precise description of location)
4. List what the street areas will be marked with (directions, arrows, turns, etc.)
5. List where will signs be posted (please give precise description of location, include drawings if necessary)
6. List what the signs will have on them (wording, arrows, symbols, etc.)
7. Include any additional enhancements to the project
8. List of Materials and Labor that will be needed (do not include price)

Description of Material or Service	Estimated Quantity	Units (SF, LF, Each, etc.)

**Focus Area 3: New School**

1. Describe the approach the Offeror will take to complete the project (including traffic control and safety)
2. List the estimated length of time to complete the project
3. List which street areas will be marked (please give precise description of location)
4. List what the street areas will be marked with (directions, arrows, turns, etc.)
5. List where will signs be posted (please give precise description of location, include drawings if necessary)
6. List what the signs will have on them (wording, arrows, symbols, etc.)
7. Include any additional enhancements to the project
8. List of Materials and Labor that will be needed (do not include price)

Description of Material or Service	Estimated Quantity	Units (SF, LF, Each, etc.)

# APPENDIX G

## COST RESPONSE FORM SIGNAGE AND PAVEMENT MARKINGS RFP #22-23-002

All amounts provided must include all services and materials as detailed in Section IV A. Detailed Scope of Work.

(Do Not Include Taxes)

Focus Area 1: Downtown T or C	Price:\$	_____
Focus Area 2: Smith Avenue east of N. Date Street, Silver Street between Smith Avenue and N. Silver Street, N. Silver Street between Silver Street and Marie Street, and Silver Street to E. 9 <sup>th</sup> Avenue	Price:\$	_____
Focus Area 3: New School from Date Street to Marie Street between the High School and the Middle School	Price: \$	_____
Total for All 3 Focus Areas	Price: \$	_____

**APPENDIX H**  
**DRAFT CONTRACT**

**The Agreement included in this APPENDIX I represents the contract the Agency intends to use to make an award. The City of Truth or Consequences reserves the right to modify the Agreement prior to, or during, the award process, as necessary.**

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences New Mexico (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and \_\_\_\_\_ (the "Contractor") and is effective as of the date set forth below upon which it is executed.

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

WHEREAS, all terms and conditions of the Request For Proposal Number 22-23-002 Signage and Pavement Markings and the Contractor's response to such document(s) are incorporated herein by reference (Attachment A).

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

**1. Scope of Work.**

- a. The Contractor shall perform the work as outlined in ATTACHMENT A, attached hereto and incorporated herein by reference.

**2. Compensation.**

- a. The City shall pay to the Contractor \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$xxxxxx.xx) plus New Mexico Gross Receipts Tax for services satisfactorily performed.
- b. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (the fiscal year is July 1 to June 30) in which the services were delivered.
- c. Contractor must submit a detailed statement accounting for all services performed

and expenses incurred to the Accounts Payable Department at 505 Sims Street, Truth or Consequences, NM 87901. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

- a. This Agreement shall be in effect as of \_\_\_\_\_ and will expire on \_\_\_\_\_.

**4. Contract Renewal.**

- a. This contract may not be renewed.

**5. Termination.**

- a. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination along with contractors expenses to comply with City's termination notice, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City, and fails to implement corrective action within ten (10) business days of the City's notice, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein and contractors failure to implement corrective actions for fault. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY

THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

- b. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

**6. Appropriations.**

- a. The terms of this Agreement are contingent upon sufficient appropriations and authorization. If sufficient appropriations and authorization do not exist, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Contractor**

- a. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Truth or Consequences. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**8. Discrimination Prohibited**

- a. In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

**9. ADA Requirement**

- a. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the “ADA”), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents, and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

**10. Reports and Information**

- a. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered in this Agreement. (additional requirements may be added)

**11. Establishment and Maintenance of Records**

- a. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided to the City as directed by the City Manager.

**12. Publication, Reproduction and Use of Materials**

- a. No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

**13. Construction and Severability**

- a. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

**14. Claims**

- a. The Contractor shall defend, save and hold harmless the City from claims to the extent caused or allegedly caused by negligence on the part of the Contractor in performance of Contractor’s scope of work under this Agreement.

## **15. Subcontracting**

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

## **16. Release**

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

## **17. Confidentiality**

- a. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

## **18. Product of Service - Copyright.**

- a. All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

## **19. Conflict of Interest; Governmental Conduct Act.**

- a. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- b. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

**20. Merger.**

- a. This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**21. Penalties for Violation of Law.**

- a. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- b. The parties hereto affirmatively state that no illegal bribes, gratuities or kickbacks of any sort have been or will be made or requested in connection with this Agreement.

**22. Equal Opportunity Compliance.**

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

**23. Applicable Law.**

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

**24. Workers Compensation.**

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

**25. Records and Audits**

- a. The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three (3) years after the payment for the work under this Agreement unless permission to destroy them is granted by the City and the funding City.

**26. Indemnification.**

- a. The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source to the extent caused by the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor or City the receiving party shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the other party by certified mail.

**27. Invalid Term or Condition.**

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

**28. Enforcement of Agreement.**

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

other rights.

**29. Notices.**

- a. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:
  
- b. To the City:
  - i. Chief Procurement Officer  
505 Sims Street  
Truth or Consequences, NM 87901
  
- c. To the Contractor:
  - ii. \_\_\_\_\_

**30. Authority.**

- a. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**31. Insurance**

- a. Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

**32. Assignability**

- a. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

**33. Amendment**

- a. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
  
- b. If the City proposes an amendment to the Agreement to unilaterally reduce

funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**34. Entire Agreement:**

- a. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Truth or Consequences.

**IN WITNESS WHEREOF, the parties have executed this Agreement as \_\_\_\_\_, 2022.**

By: \_\_\_\_\_  
City of Truth or Consequences

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City’s Legal Counsel –Certifying legal sufficiency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

**ATTACHMENT A  
SCOPE OF WORK  
SIGNAGE AND PAVEMENT MARKINGS**

**Note: Offeror's Proposal will be inserted here.**

**EXHIBIT A**

**TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN**



# TRUTH OR CONSEQUENCES, NM

## MULTIMODAL TRANSPORTATION SAFETY PLAN

2021



TRUTH OR CONSEQUENCES  
NEW MEXICO



LEE ENGINEERING

505.338.0988



8220 San Pedro Dr. NE, Suite 150  
Albuquerque, NM 87113



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## CONTENTS

List of Figures.....	iv
List of Tables.....	vii
Introduction.....	8
Purpose of the Truth or Consequences Transportation Safety Plan.....	8
Study Area.....	8
Demographics And Socioeconomic Profile.....	9
Previous And Concurrent Studies and Plans.....	10
Traffic Conditions and safety assessment.....	10
Traffic Volumes In T or C.....	10
Focus Area 1 - Main Avenue and N. Broadway Street.....	11
Existing Conditions.....	11
Data Collection.....	11
Traffic Volumes.....	12
Vehicle Classification.....	13
Vehicle Speeds.....	13
Pedestrian Activity.....	14
Bicycle Activity.....	15
Existing Conditions.....	15
Crash Data Summary.....	15
Crash Data Analysis.....	15
Multimodal Crashes.....	16
Focus Area 2 – Smith Avenue/N. Silver Street/Silver Street.....	16
Existing Conditions.....	16
Data Collection.....	17
Traffic Volumes.....	17
Vehicle Classification.....	18

# TRUTH OR CONSEQUENCES, NM

## MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

Vehicle Speeds .....	18
Crash Data Analysis .....	19
Focus Area 3 - New School Road/N. Pershing Street .....	19
Existing Conditions .....	19
Data Collection .....	20
Traffic Volumes .....	20
Vehicle Classification .....	21
Vehicle Speeds .....	21
Crash Data Analysis .....	22
Public Involvement Process .....	22
Community Impacts of Crashes .....	24
Countermeasures and Strategies .....	24
Focus Area 1 – Main Avenue .....	26
Focus Area 1 – N. Broadway Street .....	32
Focus Area 2 – Smith Avenue .....	39
Focus Area 2 – Silver Street .....	44
Focus Area 3 – New School Road .....	49
Focus Area 3 – N. Pershing Street .....	56
Plan to Measure Progress/Success .....	60
Conclusion .....	61
Next Steps .....	63

**LIST OF FIGURES**

Figure 1: Focus Areas - Truth or Consequences, NM.....9

Figure 2: Age Distribution by Geography .....9

Figure 3: Traffic Sign Inventory, Main Ave.....11

Figure 4: Traffic Sign Inventory, N. Broadway St. ....11

Figure 5: Video Camera and pneumatic tube deployments in Focus Area 1.....12

Figure 6: Average weekday vehicle volumes by hour, Main Ave. near McAdoo St.....12

Figure 7: Average weekday vehicle volumes by hour, Main Ave. near S. Pershing St.....12

Figure 8: Average weekend vehicle volumes by hour, Main Ave. near McAdoo St. ....12

Figure 9: Average weekend vehicle volumes by hour, Main Ave. near S. Pershing St. ....12

Figure 10: Average weekday vehicle volumes by hour, N. Broadway St. near Post St. ....13

Figure 11: Average weekday vehicle volumes by hour, N. Broadway St. near S. Pershing St.....13

Figure 12: Average weekend vehicle volumes by hour, N. Broadway St. near Post St.....13

Figure 13: Average weekend vehicle volumes by hour, N. Broadway St. near S. Pershing St. ....13

Figure 14: Percentage of vehicle classifications in Focus Area 1.....13

Figure 15: Speed profile distribution of motor vehicles at Main Ave. near S. Pershing St. ....14

Figure 16: Speed profile distribution of motor vehicles at Main Ave. near McAdoo St. ....14

Figure 17: Speed profile distribution of motor vehicles at N. Broadway St. near Post St. ....14

Figure 18: Speed profile distribution of motor vehicles at N. Broadway St. near S. Pershing St. ....14

Figure 19: Traffic Sign Inventory, Smith Ave.....17

Figure 20: Traffic Sign Inventory, Silver St.....17

Figure 21: Pneumatic tube deployments in Focus Area 2.....17

Figure 22: Average weekday vehicle volumes by hour, Smith Ave. ....18

Figure 23: Average weekday vehicle volumes by hour, Silver St. ....18

Figure 24: Average weekend vehicle volumes by hour, Smith Ave.....18

Figure 25: Average weekend vehicle volumes by hour, Silver St. ....18

Figure 26: Percentage of vehicle classifications, Focus Area 2. ....18

Figure 27: Speed profile distribution of motor vehicles on Smith Ave.....19

Figure 28: Speed profile distribution of motor vehicles on Silver St.....19

Figure 29: Traffic Sign Inventory, New School Rd.....20

Figure 30: Traffic Sign Inventory, N. Pershing St.....20

# TRUTH OR CONSEQUENCES, NM

## MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

Figure 31: Pneumatic tube deployments in Focus Area 3.....	20
Figure 32: Average weekday vehicle volumes by hour, New School Rd.....	21
Figure 33: Average weekday vehicle volumes by hour, N. Pershing St. near Barton St.....	21
Figure 34: Average weekend vehicle volumes by hour, New School Rd. ....	21
Figure 35: Average weekend vehicle volumes by hour, N. Pershing St. near Barton St. ....	21
Figure 36: Percentage of vehicle classifications in Focus Area 3.....	21
Figure 37: Speed profile distribution of motor vehicles on New School Rd. ....	22
Figure 38: Speed profile distribution of motor vehicles on N. Pershing St.....	22
Figure 39: Schedule for Truth or Consequences Transportation Safety Plan .....	22
Figure 40: Likelihood of pedestrian fatality by vehicle speed .....	25
Figure 41: Focus Area 1, Main Ave. ....	26
Figure 42: Average lane width by 85th percentile speed.....	27
Figure 43: Existing typical section, Main Ave.....	29
Figure 44: Recommended typical section, Main Ave.....	29
Figure 45: Existing conditions of crosswalk markings, Main Ave. ....	30
Figure 46: Crosswalk locations, Main Ave. ....	30
Figure 47: Freshly striped continental crosswalk.....	30
Figure 48: R1-6 Pedestrian gateway treatment.....	30
Figure 49: Recommend bollard installation.....	31
Figure 50: Conflict intersection, Main Ave. and Poplar St.....	31
Figure 51: Focus Area 1, N. Broadway St.....	32
Figure 52: Existing typical section, N. Broadway St.....	33
Figure 53: Recommended Typical section, N. Broadway St. ....	33
Figure 54: Existing pedestrian warning signs, N. Broadway St.....	34
Figure 55: Recommended pedestrian warning signs, N. Broadway St. ....	34
Figure 56: Existing conditions of crosswalk markings, N. Broadway St. ....	35
Figure 57: Freshly striped continental crosswalk.....	35
Figure 58: R1-6 Pedestrian gateway treatment.....	35
Figure 59: Vehicles traveling against traffic flow, N. Broadway St. ....	36
Figure 60: Conflict intersections on N. Broadway St. at S. Foch St. and S. Pershing St.....	36
Figure 61: Recommended countermeasures at conflict intersections, N. Broadway St.....	36
Figure 62: Community gateway feature, example.....	37

# TRUTH OR CONSEQUENCES, NM

## MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

Figure 63: Potential community gateway sites.....	37
Figure 64: Existing conditions of pedestrian infrastructure in downtown T or C on city owned streets. ....	38
Figure 65: Logo for The Shuttle, Sierra county's public transit. ....	38
Figure 66: Transit shelter, example.....	38
Figure 67: Focus Area 2, Smith Ave. ....	39
Figure 68: Existing typical section, Smith Ave.....	40
Figure 69: Recommended typical section, Smith Ave.....	40
Figure 70: Existing traffic signs, Smith Ave. ....	41
Figure 71: Recommended traffic signs, Smith Ave. ....	41
Figure 72: Existing conditions of crosswalk markings, Smith Ave. ....	42
Figure 73: Freshly striped continental crosswalk. ....	42
Figure 74: R1-6 Pedestrian gateway treatment.....	42
Figure 75: Recommended sidewalks, Smith Ave. ....	43
Figure 76: Detail of recommended sidewalk, southeast corner of N. Date St. and Smith Ave.....	43
Figure 77: Focus Area 2, N. Silver St. ....	44
Figure 78: Existing typical section, N. Silver St.....	45
Figure 79: Recommended typical section, N. Silver St.....	45
Figure 80: Recommended traffic signs, Silver St.....	46
Figure 81: Existing traffic signs, Silver St. ....	46
Figure 82: Detail of recommended sidewalk at northwest corner of Silver St. and Smith Ave. ....	47
Figure 83: Recommended Tier 2 sidewalks, Silver St.....	47
Figure 84: Recommended sidewalks on T or C Elementary School property. ....	47
Figure 85: Detail of recommended sidewalk at north east corner of Silver St. and Smith Ave. ....	48
Figure 86: Recommended Tier 3 sidewalks, Silver St.....	48
Figure 87: Focus Area 3, New School Rd. ....	49
Figure 88: Existing typical section, New School Rd.....	50
Figure 89: Recommended typical section, New School Rd. ....	50
Figure 90: Recommended traffic signs, New School Rd.....	51
Figure 91: Existing traffic signs, New School Rd. ....	51
Figure 92: Existing pavement markings, New School Rd. ....	52
Figure 93: Fresh MUTCD compliant pavement markings. ....	52
Figure 94: Existing conditions of crosswalk markings, New School Rd. ....	53

# TRUTH OR CONSEQUENCES, NM

## MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

Figure 95: Freshly striped continental crosswalk.....	53
Figure 96: R1-6 Pedestrian gateway treatment.....	53
Figure 97: Recommended Tier 2 sidewalks, New School Rd. ....	54
Figure 98: Recommended ADA paths on Hot Springs High School property.....	54
Figure 99: Recommended Tier 3 sidewalks, New School Rd. ....	55
Figure 100: Focus Area 3, N. Pershing St. ....	56
Figure 101: Existing typical section, N. Pershing St.....	57
Figure 102: Recommended Typical section, N. Pershing St. ....	57
Figure 103: Existing traffic signs, N. Pershing St. ....	58
Figure 104: Recommended traffic signs, N. Pershing St. ....	58
Figure 105: Recommended Tier 2 sidewalks, N. Pershing St.....	59
Figure 106: Detail of recommended sidewalk at northeast corner of N. Pershing St. and New School Rd. ....	59

### LIST OF TABLES

Table 1: Selected Demographic and Socioeconomic Data .....	9
Table 2: Means of Transportation to Work .....	10
Table 3: Pedestrian volumes by day and location.....	15
Table 4: Bicycle volumes by day and location.....	15
Table 5: Crashes by severity, Focus Area 1 (2014-2018).....	15
Table 6: Crashes by top contributing factor and severity, Focus Area 1 .....	16
Table 7: Pedestrian and Bicycle Involved crashes by severity, Focus Area 1 (2014-2018) .....	16
Table 8: Crashes by severity, Focus Area 2 (2014-2018).....	19
Table 9: Crashes by top contributing factor and severity, Focus Area 2 .....	19
Table 10: T or C Transportation Safety Plan Participants.....	23
Table 11: Summary of countermeasures and trade-offs .....	61
Table 12: Summary of community initiatives and trade-offs.....	62

## INTRODUCTION

Transportation safety planning became a priority of transportation planning with the passing of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21) and continues to be a priority in subsequent federal transportation authorization legislation. Transportation safety planning is multidisciplinary, community-wide, multimodal, proactive, and most importantly, collaborative. The process encourages and relies on local stakeholders and public engagement. This approach allows stakeholders and residents to prioritize opportunities to improve transportation safety based on observations from their community. The resulting safety plan can help direct efforts and resources toward achieving a shared safety vision. Federal law requires the transportation planning process to be consistent with each state's Strategic Highway Safety Plan (SHSP), a Highway Safety Improvement Program (HSIP) requirement. HSIP is the core federal-aid program supporting efforts to significantly reduce crash-related fatalities and serious injuries on all public roads using a data-driven, strategic approach. HSIP not only funds the safety planning process but may also support the implementation of practical and effective countermeasures identified during the process.

## PURPOSE OF THE TRUTH OR CONSEQUENCES TRANSPORTATION SAFETY PLAN

New Mexico has the highest rate of pedestrian fatalities nationally and has been amongst the top five states for pedestrian fatalities over the last nine years<sup>1</sup>. Moreover, New Mexico has been in the top quartile for 18 out of 26 years for vehicular fatalities between 1994-2019<sup>2</sup>. Between 2015 and 2019, over one thousand people annually suffered serious injuries on New Mexico Public roads<sup>3</sup>. Mitigating these challenges is the driving force behind helping New Mexico communities address transportation safety issues. The New Mexico Department of Transportation (NMDOT) views Transportation Safety Plans as foundations for communities to address transportation safety challenges, as well as to pursue funding opportunities at the federal, state, regional, and local levels.

The planning process provided a forum for the City of Truth or Consequences (T or C) and local stakeholders to provide context, input, and feedback to guide the plan's development.

The NMDOT's Planning Division, City of T or C, and Lee Engineering partnered to develop this safety plan. Other collaborators include NMDOT District 1, Sierra County Road Department, T or C Police Department, City of Williamsburg, and T or C Municipal Schools. This multidisciplinary and inclusive collaboration identified primary safety concerns and countermeasures to enhance safety for pedestrians, bicyclists, and motorists in T or C. The community envisions improved roadway safety for residents and visitors through increased vehicle speed limit compliance, suitable pedestrian facilities, accessibility, striping and signage, and reducing intersection conflicts. The countermeasures detailed in this safety plan enhance transportation safety by calming traffic, improving pedestrian accessibility, Americans with Disabilities Act (ADA) compliance, and communicating roadway conditions.

## STUDY AREA

T or C is located in the Rio Grande Valley of southern New Mexico between Las Cruces and Albuquerque in Sierra County. In the early 1900s, the town was known as Hot Springs, New Mexico, because of its healing geothermal mineral waters. Today, the spas and bathhouses in the Hot Springs Bathhouse and Commercial Historic District in downtown T or C continue to drive tourism along with the area's one-of-a-kind shops, museums, galleries, eclectic art scene, and monthly Art Hop. These attractions generate significant pedestrian, bicycle, and motor vehicle traffic. The City of T or C has identified pedestrian safety concerns downtown and in two highly trafficked corridors in the north end of T or C. These corridors provide access to the City's schools, elementary through high school, and hospital. The multimodal usage of these areas calls for ensuring the safety of vulnerable road users, such as pedestrians and bicyclists.

This safety plan has three focus areas, as highlighted in Figure 1. The first Focus Area is Downtown T or C. Focus Area 2 is Smith Avenue east of N. Date Street, Silver Street between Smith Avenue and N. Silver Street, N Silver Street between Silver Street and Marie Street, and Silver Street to E. 9<sup>th</sup> Avenue. This corridor provides access to T or C Elementary School, Sierra Vista Hospital, and Sierra Health Care. Lastly, Focus Area 3 is New School

<sup>1</sup> National Highway Traffic Safety Administration, "Traffic Safety Facts Annual Report Tables."

<sup>2</sup> New Mexico Department of Transportation, Traffic Safety Division, "FARS Encyclopedia: States - Fatalities and Fatality Rates 1994-2019."

<sup>3</sup> New Mexico Department of Transportation, Traffic Safety Division, "New Mexico Traffic Crash Annual Report 2019."

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

Road/N. Pershing Street between N. Date Street and Marie Street. This corridor is the access point for T or C Middle School and Hot Springs High School.

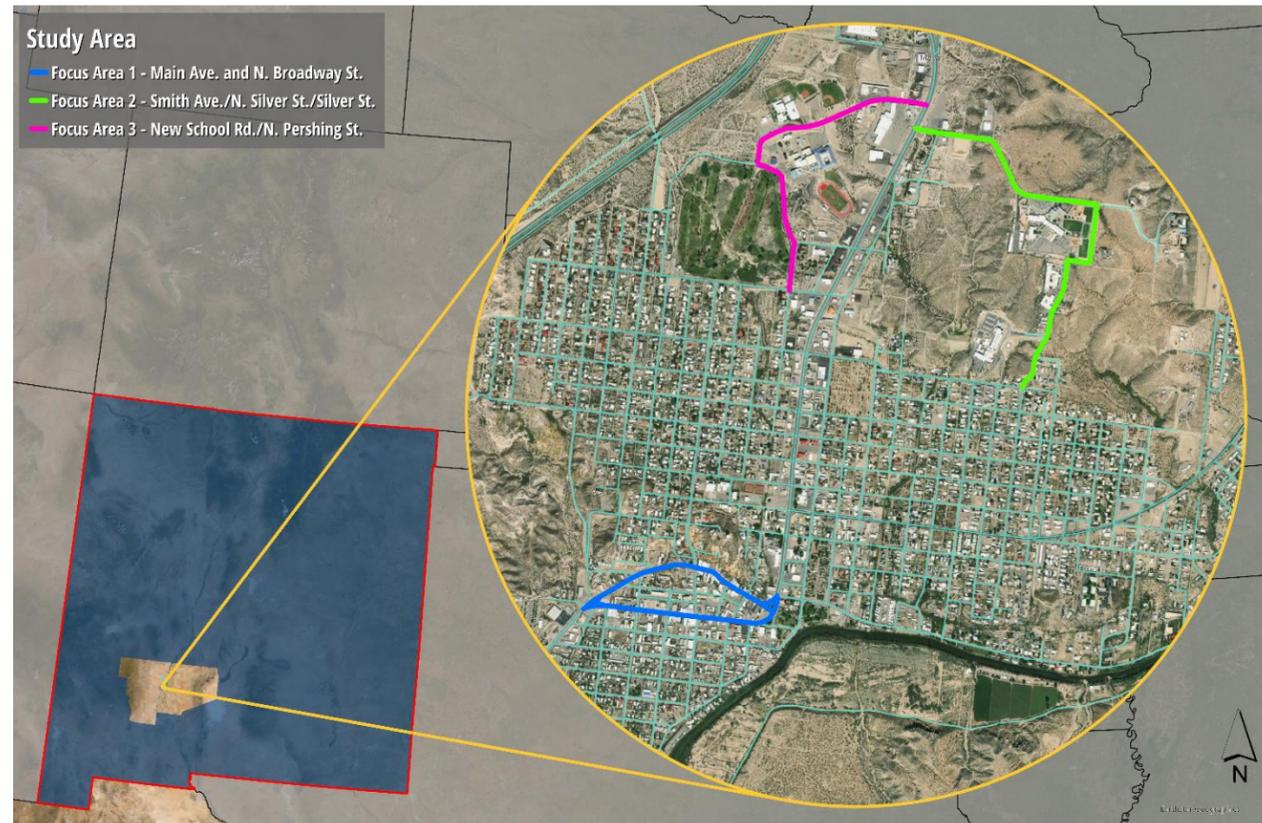


Figure 1: Focus Areas - Truth or Consequences, NM

## DEMOGRAPHICS AND SOCIOECONOMIC PROFILE

Table 1 shows a selection of census data describing T or C. T or C is a small city with a population of approximately 6,000. The Median Household Income in T or C is fifty-two percent lower than New Mexico's Median Household Income, and more than twelve percent of households in T or C do not have a vehicle available for use. In addition, approximately one-fourth of the population is living with a disability. Figure 2 shows the age distribution of residents in T or C and New Mexico. The population of T or C residents tends to be older, as evidenced by the higher median age of 51.5 years old relative to New Mexico's median age of 38.6 years old.

Table 1: Selected Demographic and Socioeconomic Data, Source: 2015-2019 American Community Survey 5-Year Estimates

	T or C	New Mexico
Population	5,894	2,092,454
Median Age	51.5	38.6
Median Household Income	\$23,988	\$49,754
Poverty Rate	33.4%	18.2%
Employment Rate	39.2%	54.1%
Rate of Households Without a Vehicle	12.4%	7.6%
Disability Status	26.9%	16.0%

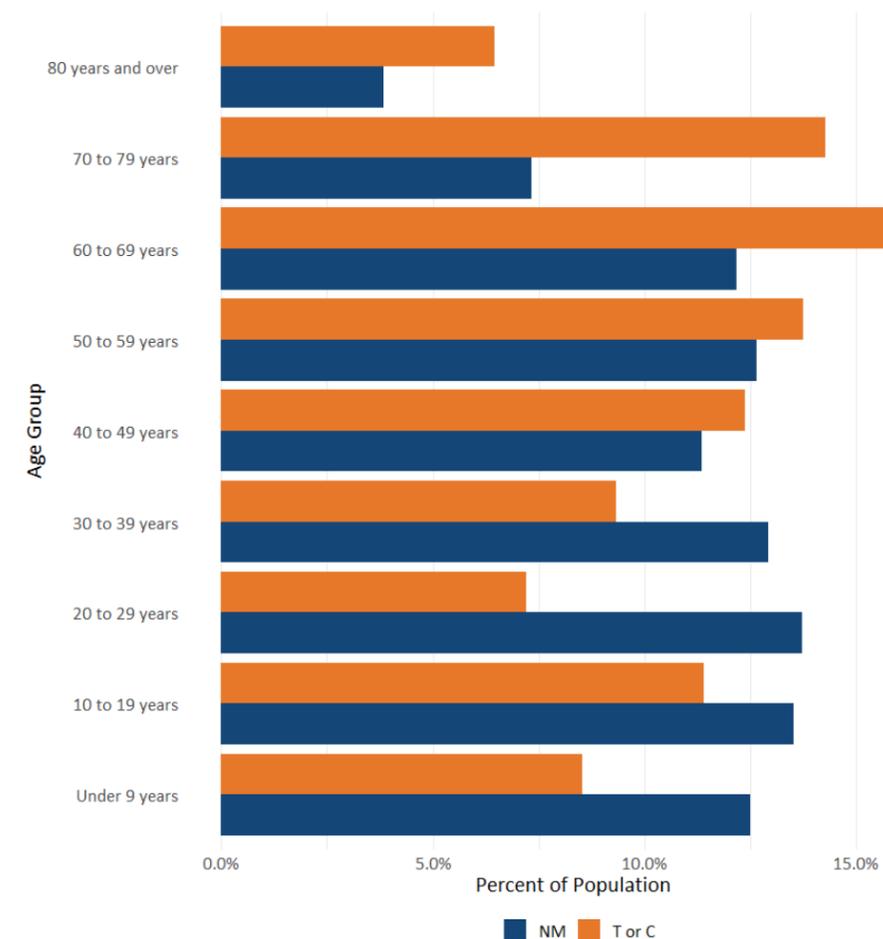


Figure 2: Age Distribution by Geography

# TRUTH OR CONSEQUENCES, NM

## MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

Walking and bicycling may reflect one's travel preferences, but mode choice results from an individual's financial situation, city of residence, commute time and distance, and physical ability. Non-motorized commuting generally increases as household incomes decline and ages increase<sup>4</sup>. Table 2 shows individuals' mode share when traveling to work in T or C and New Mexico. The percentage of T or C residents who commute by walking to work is almost six percent, more than double the statewide rate.

Table 2: Means of Transportation to Work, Source: 2015-2019 American Community Survey 5-Year Estimates

Commute Mode	T or C	New Mexico
Drove Alone	77.3%	80.4%
Carpool	9.1%	10.0%
Public Transportation	0.3%	1.1%
Walked	5.6%	2.0%
Bicycle	0.7%	0.6%
Other means	2.9%	1.0%
Worked from home	4.1%	4.9%

### PREVIOUS AND CONCURRENT STUDIES AND PLANS

New Mexico 2016 Strategic Highway Safety Plan (SHSP) - The SHSP is the overarching transportation safety plan for the state. The Plan establishes a vision of "Safe Mobility for Everyone." The SHSP identifies 10 High-Priority Emphasis Areas, including impaired driving, speeding, pedestrians, and motorcycles. These areas are determined by the frequency each factor contributes to fatal and serious injury crashes. The SHSP also details 10 Priority Emphasis Areas, including bicycles, heavy vehicles, and transit. For these Emphasis Areas, the SHSP recommends several strategies using the 4Es: engineering, education, enforcement, and emergency medical services (EMS).

New Mexico Prioritized Statewide Bicycle Network Plan (2018) - The New Mexico Prioritized Statewide Bicycle Network Plan outlines a statewide bicycle network utilizing the state's existing highway network. This Plan classifies New Mexico's highways by tiers indicating

each segment's benefit level from bicycle infrastructure and the preferred bicycle infrastructure treatments. The New Mexico Prioritized Statewide Bicycle Network Plan considers how to best provide New Mexico residents and visitors with a safe and connected bicycle network at the statewide level.

NMDOT Statewide Pedestrian Safety Action Plan (PSAP) (2021) - The PSAP provides a five-year framework of actions to reduce the number of pedestrian-involved injuries and fatalities in New Mexico.

I-25 Business Loop Roundabouts (2020) - The purpose of the proposed roundabouts on I-25 Business Loop 11/N. Date Street, at New School Road and Smith Avenue, is to improve safety by reducing traveling speeds, improving intersection sight distance, and improving access management throughout the corridor.

T or C Downtown Master Plan (2014) – Adopted in 2014, the Downtown Master Plan aims to create a more attractive destination for locals and tourists in T or C. The Plan proposes physical improvements to the streetscapes, intersections, and public spaces by creating a wayfinding system, increasing parking opportunities, addressing drainage challenges, and preserving historic properties in the Hot Springs Bathhouse and Commercial District.

### TRAFFIC CONDITIONS AND SAFETY ASSESSMENT

#### TRAFFIC VOLUMES IN T OR C

The project team obtained Annual Average Daily Traffic (AADT) on I-25 Business Loop 11 through T or C from the NMDOT Traffic Data Management System. In addition, the team conducted traffic counts. The average of four counters, located north and south of Downtown on N. Date and S. Broadway Streets, show a decrease in traffic volumes of nearly two percent per year between 2009 and 2020. Independent of this historical data, the project team collected vehicle volumes, vehicle classifications, and speed profiles of vehicles traveling through the study corridors in the focus areas of T or C. Downtown, video cameras collected pedestrian and bicycle activity. Deployment of the video cameras and pneumatic tubes was completed in late February 2021. As the data was collected during the winter amid the COVID-19 pandemic, the project team acknowledges that the collected data does not necessarily reflect typical traffic activity during non-pandemic times or peak tourism season in T or C. However, important traffic data trends emerged and guided the

<sup>4</sup> McKenzie, "Modes Less Traveled—Bicycling and Walking to Work in the United States: 2008–2012."

plan. The following sections detail the observations made from the collected data for each of the focus areas.

## FOCUS AREA 1 - MAIN AVENUE AND N. BROADWAY STREET

### Existing Conditions

The project team conducted T or C field visits on March 12<sup>th</sup> and 27<sup>th</sup> of 2021 to understand the context of the community and conduct a transportation asset inventory of the study corridor. Main Avenue and N. Broadway Street form a one-way couplet through downtown T or C, as shown in Figure 5. A one-way couplet is a pair of one-way streets carrying traffic in opposite directions. These corridors comprise a portion of I-25 Business Loop 11 and are owned and maintained by NMDOT. In T or C, Main Avenue carries southbound traffic from N. Date Street to S. Broadway Street. Main Avenue comprises two 11.5-foot wide driving lanes with parallel on-street parking lining both sides of the driving lanes for most of the corridor. S. Pershing, Jones, S. Foch, Clancy, and McAdoo Streets form stop-controlled intersections on the south side of Main Avenue. N. Pershing street, N. Foch Street, Garst Street, Matson Avenue, and Poplar Street create stop-controlled intersections with Main Avenue from the north.

N. Broadway Street carries northbound traffic from N. Broadway Street to N. Date Street via two 11.5-foot wide lanes. Similar to Main Avenue, parallel on-street parking is available on both sides of the driving lanes. McElroy Avenue, Post, and Mims Streets form stop-controlled intersections at N. Broadway on the south side, as Jones Street on the north side. On Clancy, Daniels, S. Foch, or S. Pershing Streets, motorists traveling north or south also encounter stop-controlled intersections when reaching N. Broadway Street.

The Hot Springs Bathhouse and Commercial Historic District is located in Focus Area 1 and generates significant pedestrian activity downtown. Previous efforts created a safe pedestrian-friendly environment beginning with the posted speed limit of 25 miles per hour (MPH). On N. Broadway Street, ADA-accessible sidewalks at least 6-feet wide exist on both sides of the street. Likewise, ADA Accessible sidewalks at least 4-feet wide exist for most of the Main Avenue corridor. However, no sidewalk exists on the north side of Main Avenue between N. Foch and Garst Streets. Marked crosswalks are available at each intersection on Main Avenue and N. Broadway Street.

Walking through Downtown T or C reveals an effort to create a pedestrian-friendly environment. The marked crosswalks, pedestrian traffic signs, and at least 4-foot wide

sidewalks through most of the Main Avenue and N. Broadway Street corridors are evidence of improving pedestrian safety and comfort. The countermeasures in this plan aim to build upon and enhance these previous efforts.



Figure 3: Traffic Sign Inventory, Main Ave.



Figure 4: Traffic Sign Inventory, N. Broadway St.

### Data Collection

The project team conducted pneumatic tube counts and collected video data to quantify the multimodal traffic activity in Focus Area 1 between February 18, 2021, and February 21, 2021. Pneumatic tube counters yielded motor vehicle classifications, volumes, and speeds. Pneumatic tube counters were deployed on Main Avenue near S. Pershing and McAdoo Streets and N. Broadway Street near S. Pershing and Post Streets. In addition, video data were collected at two locations on Main Avenue and two locations on N. Broadway Street. The video cameras and pneumatic tubes were deployed at the locations shown in Figure 5. The cameras provided insight into pedestrian and bicycle activity in the focus area.

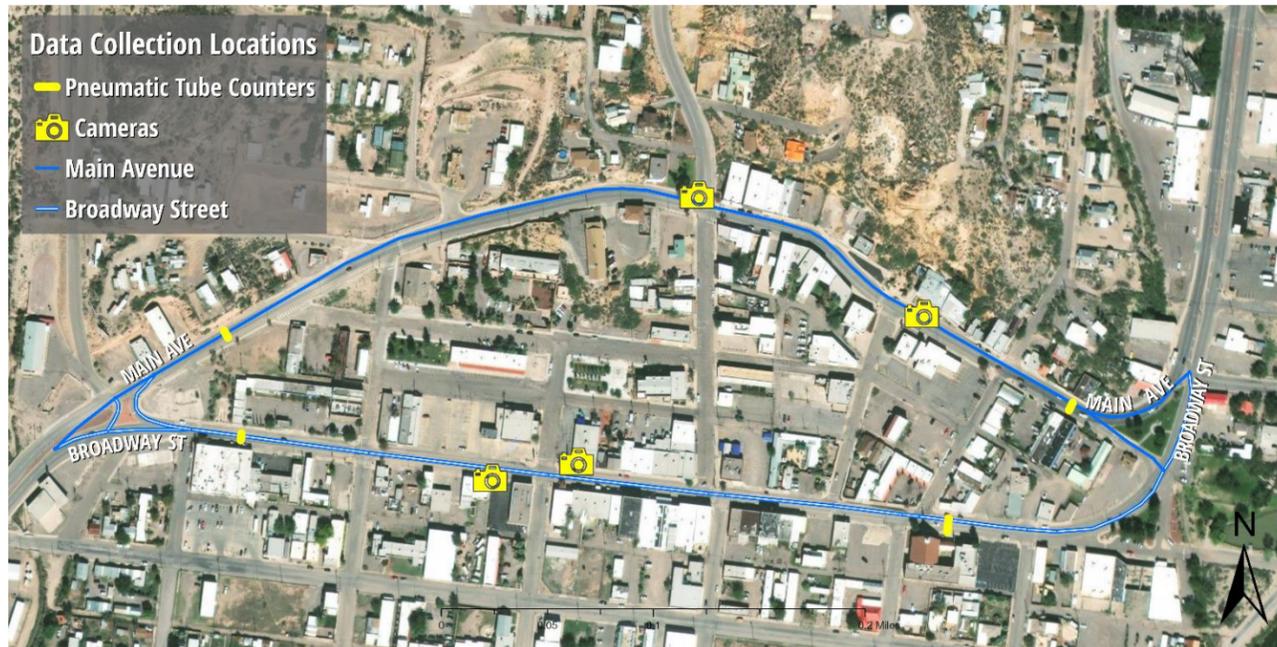


Figure 5: Video Camera and pneumatic tube deployments in Focus Area 1.

### Traffic Volumes

Figure 6 through Figure 9 show the vehicle traffic volume profiles for Main Avenue. Figure 6 and Figure 7 are weekly vehicle volumes, while Figure 8 and Figure 9 are weekend volumes. The hourly traffic profiles are consistent between weekdays and weekends. These profiles indicate an absence of a morning and evening peak hour—the east end of the corridor experiences slightly higher traffic volumes than the west end.

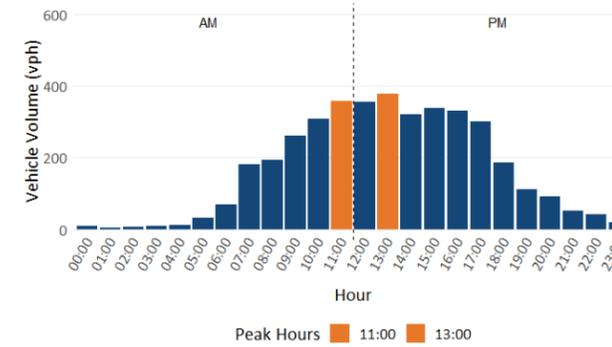


Figure 6: Average weekday vehicle volumes by hour, Main Ave. near McAdoo St.

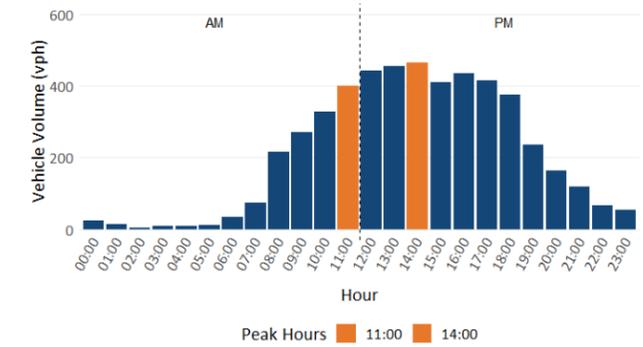


Figure 7: Average weekday vehicle volumes by hour, Main Ave. near S. Pershing St.

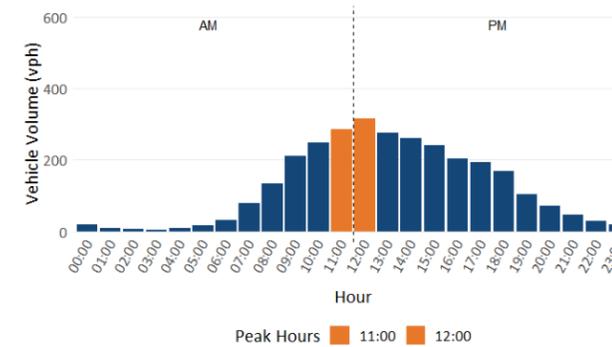


Figure 8: Average weekend vehicle volumes by hour, Main Ave. near McAdoo St.

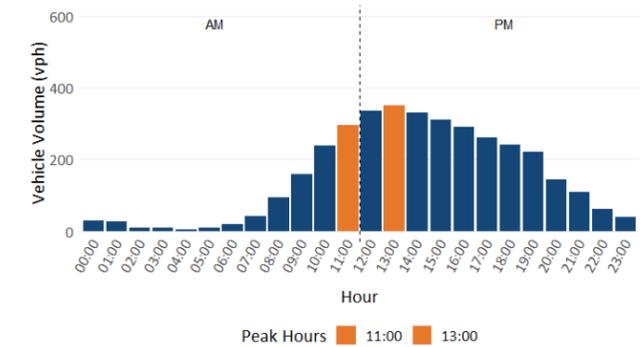


Figure 9: Average weekend vehicle volumes by hour, Main Ave. near S. Pershing St.

Similar traffic profiles exist on N. Broadway Street as Main Avenue. Figure 10 through Figure 13 show the vehicle traffic volume profiles for N. Broadway Street. Traffic volumes peak during mid-day hours, with increased traffic volumes observed on the corridor's east end.

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

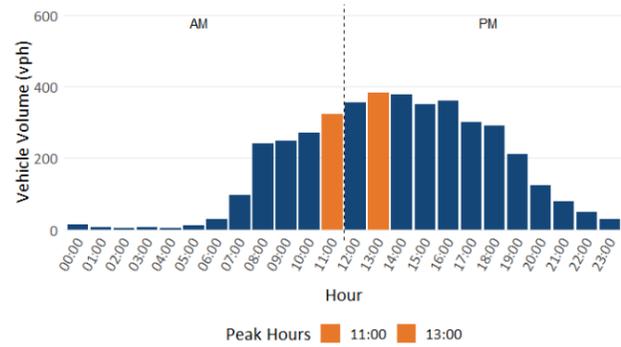


Figure 10: Average weekday vehicle volumes by hour, N. Broadway St. near Post St.

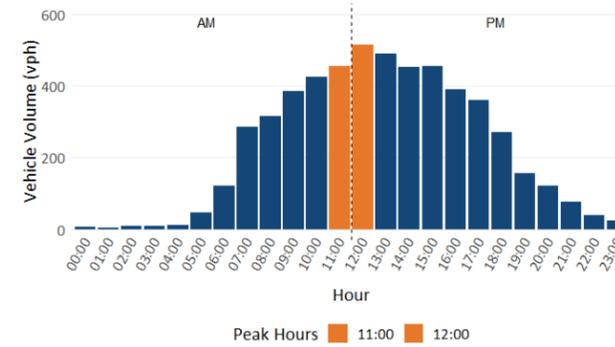


Figure 11: Average weekday vehicle volumes by hour, N. Broadway St. near S. Pershing St.

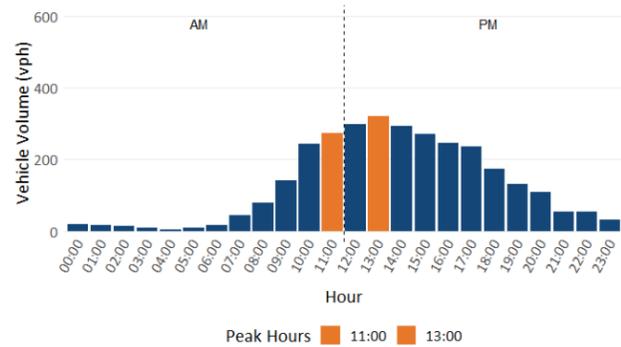


Figure 12: Average weekend vehicle volumes by hour, N. Broadway St. near Post St.

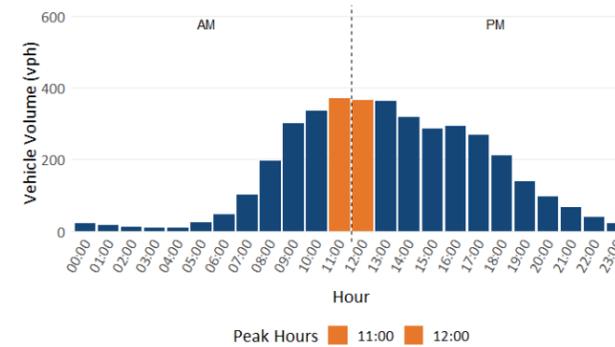


Figure 13: Average weekend vehicle volumes by hour, N. Broadway St. near S. Pershing St.

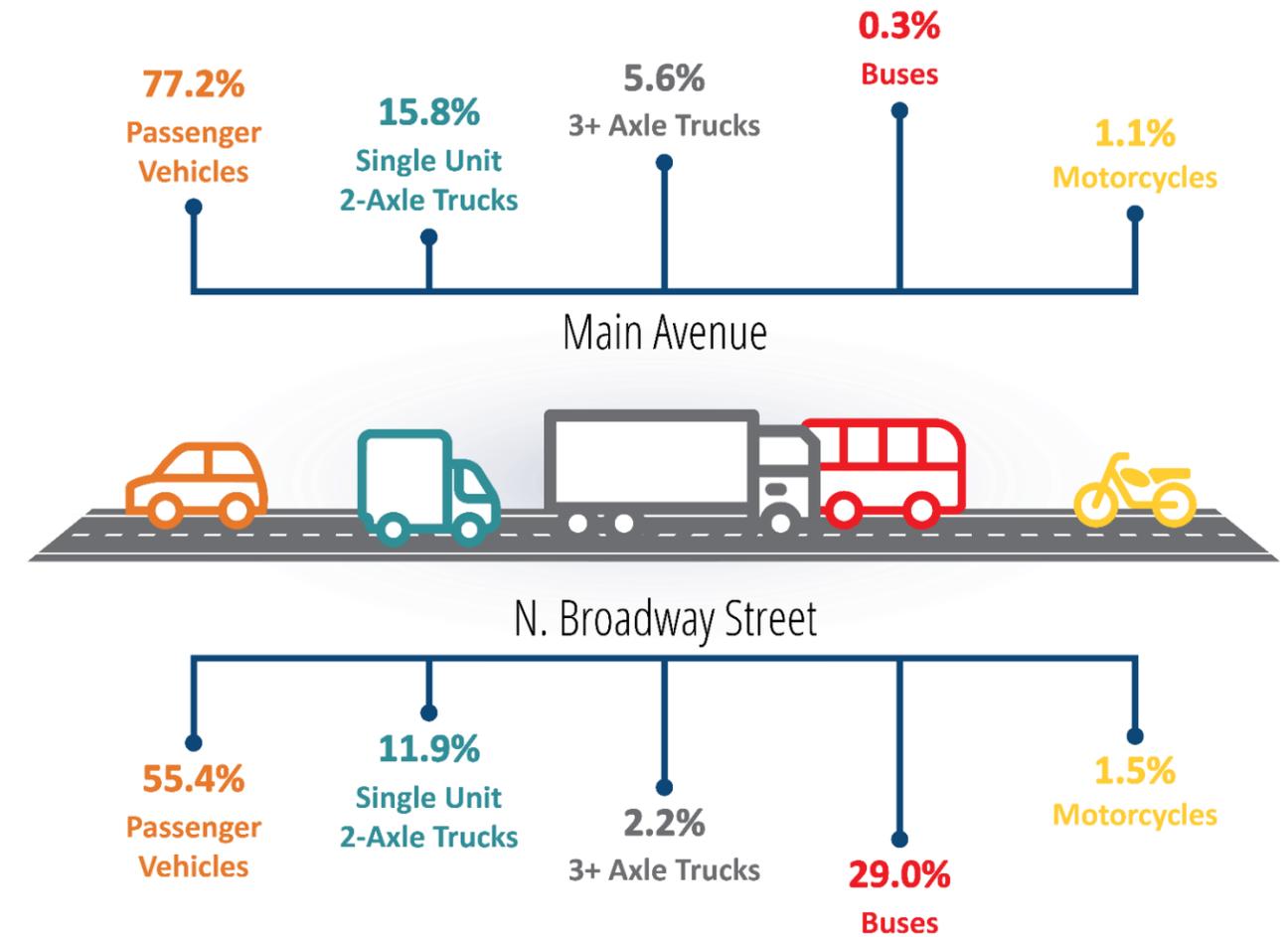


Figure 14: Percentage of vehicle classifications in Focus Area 1.

## Vehicle Classification

The pneumatic tube counters also provided insight into the types of vehicles traveling through Focus Area 1. Vehicle classifications are identified by vehicle axle spacing. A summary of these vehicle classifications is listed in Figure 14. Passenger vehicles were the most common vehicle class in both corridors; this class includes passenger cars and trucks. Single unit two-axle trucks comprised a significant portion of traffic through downtown T or C. Vehicles in this class include delivery trucks, flatbeds, small public transit vans, recreational vehicles, and dual rear wheel passenger trucks (dually trucks). Larger trucks with three axles or more, such as semi-trucks and cement trucks, accounted for around two percent of the vehicular traffic in T or C. Of note, a significant amount of bus traffic traveled through the Broadway corridor compared to Main Avenue. Finally, a small percentage of motorcycles were observed traveling through the study corridor.

## Vehicle Speeds

The project team developed the vehicular traffic speed profiles in Focus Area 1 from the tube counter data. Figure 15 and Figure 16 are the speed profile distributions of observed vehicle speeds on Main Avenue for each tube counter location. Figure 15 shows that the 50<sup>th</sup> percentile speed at S. Pershing Street was 24 MPH, and the 85<sup>th</sup> percentile speed was 27 MPH. These observations indicate that half of the observed traffic was compliant with the posted speed limit of 25 MPH. Figure 16 shows the speed profile near McAdoo Street. At this location, the 50<sup>th</sup> percentile speed is 31 MPH, and the 85<sup>th</sup> percentile is 35 MPH. These speeds indicate that more than half of the observed traffic exceeded the posted speed limit by 6 MPH or more. Moreover, fifteen percent of vehicular traffic exceeded the

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

posted speed limit by at least 10 MPH. Figure 15 and Figure 16 suggest that motorists increase their moving speed as they travel east to west through the central business district of T or C.

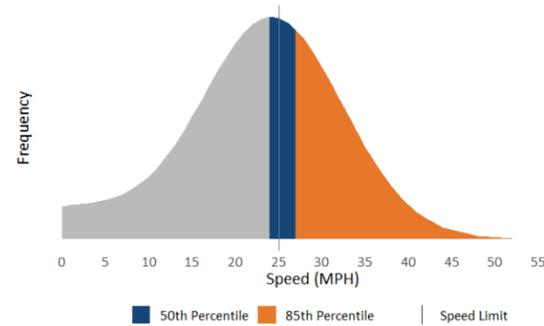


Figure 15: Speed profile distribution of motor vehicles at Main Ave. near S. Pershing St.

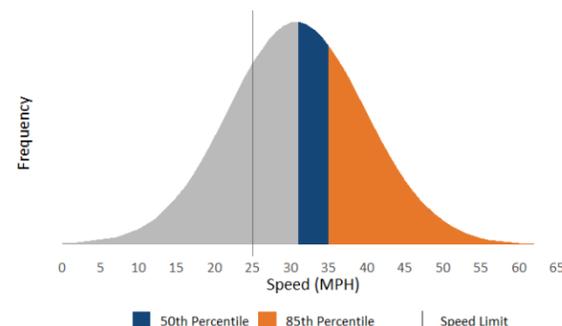


Figure 16: Speed profile distribution of motor vehicles at Main Ave. near McAdoo St.

Figure 17 and Figure 18 are the speed profile distributions of observed vehicle speeds on N. Broadway Street at Post and S. Pershing Streets. Figure 17 shows that the 50<sup>th</sup> percentile speed at Post Street was 25 MPH, and the 85<sup>th</sup> percentile speed was 28 MPH. These observations indicate that half of the observed traffic was compliant with the posted speed limit of 25 MPH. Figure 18 shows the speed profile near S. Pershing Street. At this location, the 50<sup>th</sup> percentile speed is 26 MPH, and the 85<sup>th</sup> percentile is 29 MPH. These speeds indicate that almost half of the observed traffic complied with the posted speed limit and fifteen percent of vehicular traffic exceeded the posted speed limit by more than 4 MPH. Like Main Avenue, the speed profile distributions suggest that motorists increase their speed as they travel through downtown T or C.

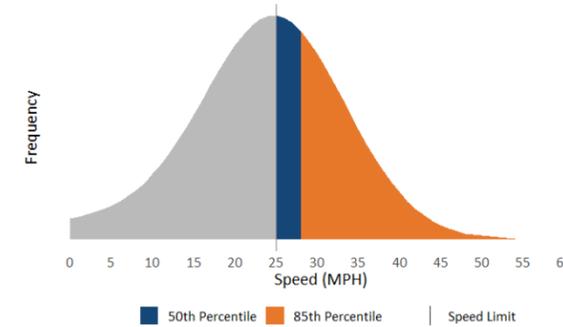


Figure 17: Speed profile distribution of motor vehicles at N. Broadway St. near Post St.

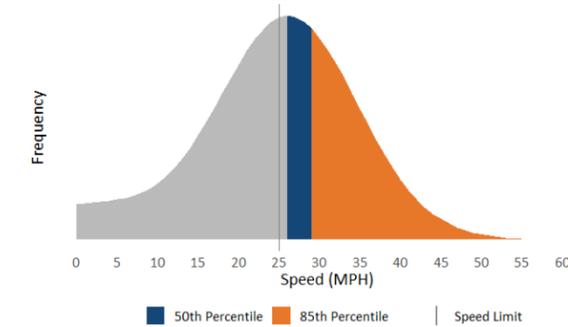


Figure 18: Speed profile distribution of motor vehicles at N. Broadway St. near S. Pershing St.

## Pedestrian Activity

The video camera deployments allowed the project team to observe pedestrian and bicyclist traffic activity. Cameras were placed at four locations in Focus Area 1. Cameras on main were located at Jones and S. Foch Streets. The camera at Jones was located on the north side of Main Avenue and captured activity on the roadway west of Geronimo Springs Museum. The other camera was placed at Foch Street and faced east on Main Avenue. Two cameras were deployed on N. Broadway Street and Daniels Street. One camera faced east while the other faced west. Table 3 summarizes the observed pedestrian activity. Cameras were programmed to record data between 6:00 AM and 6:00 PM; these hours were chosen due to available daylight during the winter.

The camera observations indicated high pedestrian activity on Main Avenue near Jones Street and moderate foot traffic on N. Broadway Street for Thursday and Friday. Activity near Jones Street was higher on Thursday and Friday due to US Post Office and BBVA Bank business. On Saturday and Sunday, pedestrian activity was higher on N. Broadway Street and slowed on Main Avenue. The elevated activity on N. Broadway over the weekend suggests that there are more attractions generating tourists and pedestrian activity in this corridor.

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

Table 3: Pedestrian volumes by day and location

Location		Thursday (2/18/21)	Friday (2/19/21)	Saturday (2/20/21)	Sunday (2/21/21)
Main Ave.	Jones St.	78	95	25	18
	S Foch St.	11	38	19	23
N. Broadway St.	Daniels St. (E)	33	50	84	56
	Daniels St. (W)	54	40	32	19

### Bicycle Activity

Table 4 shows bicycle activity was higher on N. Broadway Street than Main Avenue. Higher numbers of bicyclists using N. Broadway Street indicate bicyclists are more often traveling east through Downtown. Additionally, bicyclists may prefer using other routes when traveling west to avoid the elevation increase as Main Avenue approaches Foch Street.

Table 4: Bicycle volumes by day and location

Location		Thursday (2/18/21)	Friday (2/19/21)	Saturday (2/20/21)	Sunday (2/21/21)
Main Ave.	Jones St.	0	3	0	1
	S Foch St.	1	1	2	2
N. Broadway St.	Daniels St. (E)	2	3	1	1
	Daniels St. (W)	7	0	7	4

### Existing Conditions

The observed bicycle and pedestrian activity data were collected days after a snowstorm in February 2021 during the COVID-19 pandemic. During non-pandemic times, February is outside the typical bicycle season. The project team believes bicycle and pedestrian activity is underrepresented by this data and expects increased bicycle volumes during seasons with more pleasant weather. We recommend follow-up pedestrian and bicycle counts during the non-winter months, especially over weekends.

### Crash Data Summary

This study analyzed five years of crashes occurring in the Focus Areas between 2014 and 2018 provided by the University of New Mexico, Geospatial and Population Studies, Traffic

Research Unit. Crash data provided is from reported crashes to law enforcement, and this data often fails to capture other minor crashes, unreported crashes, or near-misses. Crash data is extracted from crash reports filed by law enforcement officers. The following injury codes identify crash severity in New Mexico:

- K – Killed (Fatal)
- A – Incapacitated (Serious Injury)
- B – Visible Injury
- C – Complaint of Injury
- O – No Apparent Injury or Property Damage Only

The crash data analysis did not include Complaint of Injury crashes (C), Property Damage Only crashes (O), minor crashes, unreported crashes, or near-misses.

### Crash Data Analysis

Of the reported crashes in Focus Area 1, two were fatal, and one resulted in a serious injury. Two minor injury crashes involved pedestrians, and none involved bicycles or transit vehicles. Crash severity for crashes in Focus Area 1 between 2014 and 2018 is summarized in Table 5. The single fatal crash resulted in two fatalities, and two crashes left three people with serious injuries. These crashes accounted for nearly forty-three percent of all crashes, while crashes resulting in minor injuries (visible injuries) were responsible for the remaining fifty-seven percent of crashes.

Table 5: Crashes by severity, Focus Area 1 (2014-2018)

Crash Severity	Crashes	Percentage
Fatal (K)	1	14.3%
Serious Injury (A)	2	28.6%
Visible Injury (B)	4	57.1%
<b>Total</b>	<b>7</b>	<b>100.00%</b>

# TRUTH OR CONSEQUENCES, NM

## MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

While a significant percentage of crashes resulted in fatalities or serious injuries, the rate of less severe crashes should not be ignored. In addition to the more severe crashes, the less severe crashes signal a safety challenge and present an opportunity to address their top contributing factors to proactively reduce the possibility of crashes resulting in fatalities or serious injuries. Table 6 is a summary of the top contributing factors for crashes occurring within the study area. The top contributing factor for the fatal crash was Speed Too Fast for Conditions. Driver inattention was a top contributing factor for three crashes, one that resulted in a serious injury.

Table 6: Crashes by top contributing factor and severity, Focus Area 1

Contributing Factor	Fatal (K)	Serious Injury (A)	Visible Injury (B)	Total
Driver Inattention	0	1	2	3
Made Improper Turn	0	0	1	1
Speed Too Fast for Conditions	1	0	0	1
Other – No Driver Error	0	1	0	1
Pedestrian Error	0	0	1	1
<b>Total</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>7</b>

### Multimodal Crashes

Transportation safety becomes more of a concern when modes of transportation other than motor vehicles are involved; a greater danger is posed to pedestrians, bicyclists, and other modes of active transportation when colliding with a motor vehicle. Fortunately, crashes in T or C that occurred during our analysis period did not involve bicyclists. However, one crash involved a pedestrian and resulted in minor injury. Table 7 is a summary of crashes involving pedestrians and bicyclists.

Table 7: Pedestrian and Bicycle Involved crashes by severity, Focus Area 1 (2014-2018)

Crash Severity	Pedestrian Involved	Bicyclist Involved
Fatal (K)	0	0
Serious Injury (A)	0	0
Visible Injury (B)	1	0

### FOCUS AREA 2 – SMITH AVENUE/N. SILVER STREET/SILVER STREET

#### Existing Conditions

The project team also visited Focus Area 2 during the site visits in March 2021. The Smith Avenue and Silver Street corridors provide access to T or C Elementary School from N. Date Street and E. 9<sup>th</sup> Street. These corridors also offer access to Sierra Vista Hospital and Sierra Health Care. The paved roadways are 26-feet wide and unmarked. The speed limit on Smith Avenue is 25 MPH for eastbound motorists entering from N. Date Street. The 25 MPH speed limit continues for approximately 2,000 feet until the school zone begins, and the speed limit reduces to 15 MPH. A 15 MPH speed zone continues Silver and N. Silver Streets until E. 9<sup>th</sup> Avenue. When motorists enter Focus Area 2 from the south, the speed limit on Silver Street is 25 MPH. Approximately 1,000 feet from the intersection at E. 9<sup>th</sup> Avenue, a school zone begins, and the speed limit reduces to 15 MPH. The school zone continues around the school property on N. Silver Street and Smith Avenue until it ends approximately 1,000 feet from the intersection at N. Date Street. Motorists encounter a stop sign at N. Date Street when traveling west on Smith Avenue. Likewise, motorists traveling south on Silver Street come to a two-way stop-controlled intersection at E. 9<sup>th</sup> Street. An all-way stop-controlled intersection is present at N. Silver and Silver Streets northeast of the school's property. Pedestrian infrastructure is minimal in Focus Area 2, with approximately 1,000 feet of sidewalk on the south side of Smith Avenue just due west of the school.

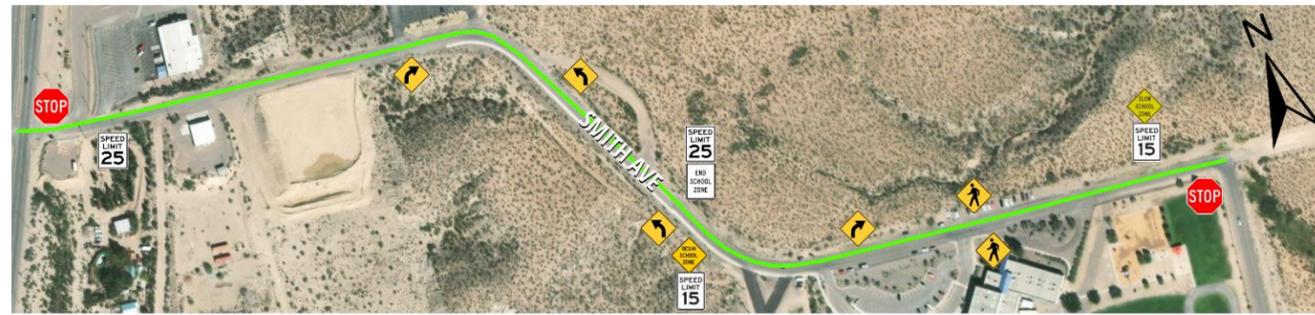


Figure 19: Traffic Sign Inventory, Smith Ave.



Figure 20: Traffic Sign Inventory, Silver St.

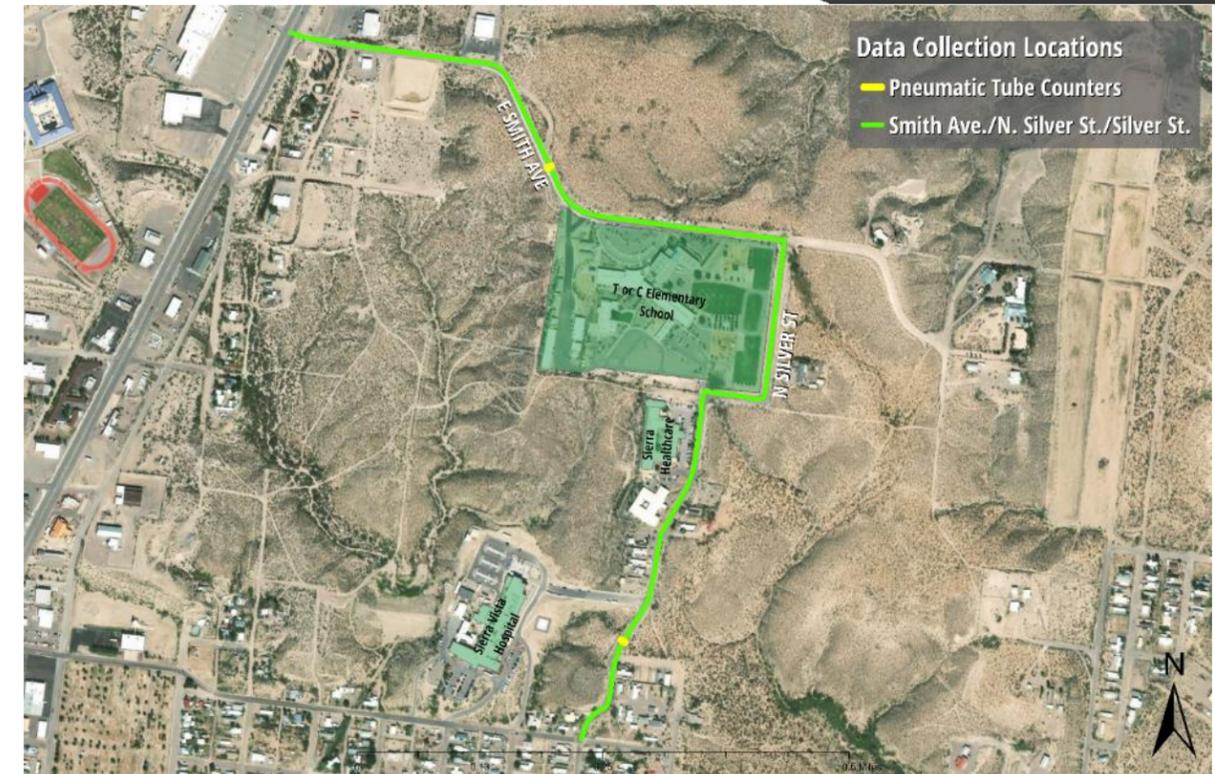


Figure 21: Pneumatic tube deployments in Focus Area 2.

### Data Collection

The project team measured motorists' traffic activity in Focus Area 2 using pneumatic tube data collected between February 18, 2021, and February 21, 2021. As in Focus Area 1, pneumatic tube counters yielded motor vehicle classifications, volumes, and speeds. Pneumatic tube counters were deployed on Smith Avenue east of T or C Elementary School and Silver Street north of Madeline Street. The posted speed limit in these areas was 25 MPH. The pneumatic tubes were deployed at the locations shown in Figure 21.

### Traffic Volumes

Figure 22 through Figure 25 show the vehicle traffic volume profiles for Focus Area 2. Figure 22 and Figure 23 are weekly vehicle volumes, while Figure 24 and Figure 25 are weekend volumes. These figures indicate the corridors are much busier on weekdays than on weekends. The weekday morning peak hour is 8:00 AM on Smith Avenue and 7:00 AM on Silver Street, with weekday afternoon peak hours being 3:00 PM on Smith and 2:00 PM on Silver. The weekday volumes indicate a daily traffic pattern driven by the school schedule.

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

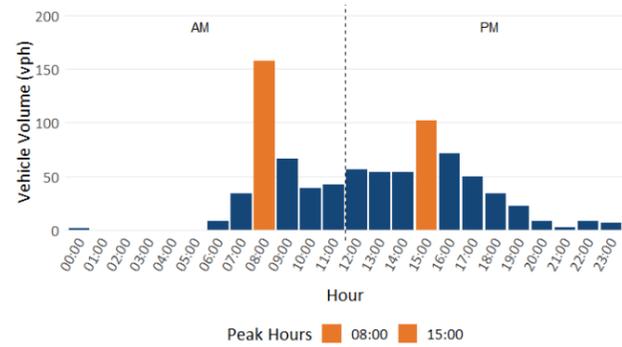


Figure 22: Average weekday vehicle volumes by hour, Smith Ave.

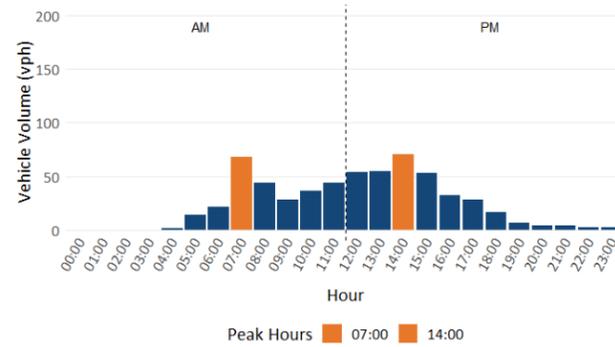


Figure 23: Average weekday vehicle volumes by hour, Silver St.

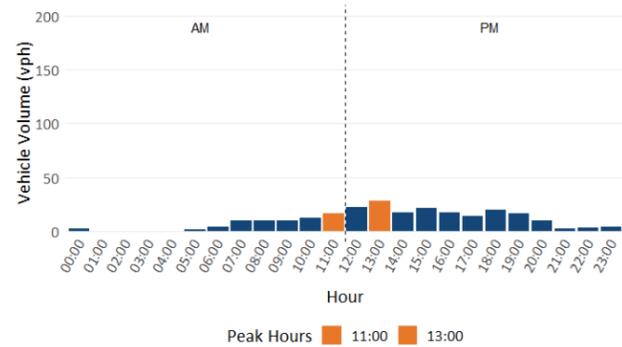


Figure 24: Average weekend vehicle volumes by hour, Smith Ave.

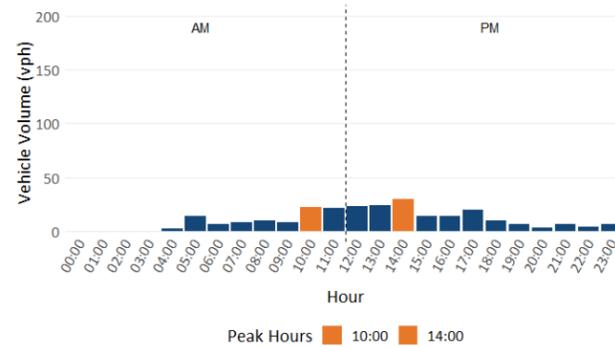


Figure 25: Average weekend vehicle volumes by hour, Silver St.

## Vehicle Classification

A summary of the vehicle classifications in Focus Area 2 is summarized in Figure 26. Passenger vehicles and buses are the most common vehicles traveling these corridors. Single unit two-axle trucks also made up a significant percentage of traffic in Focus Area 2. Larger trucks with three axles or more and motorcycles make up only a small percentage of traffic through these corridors.

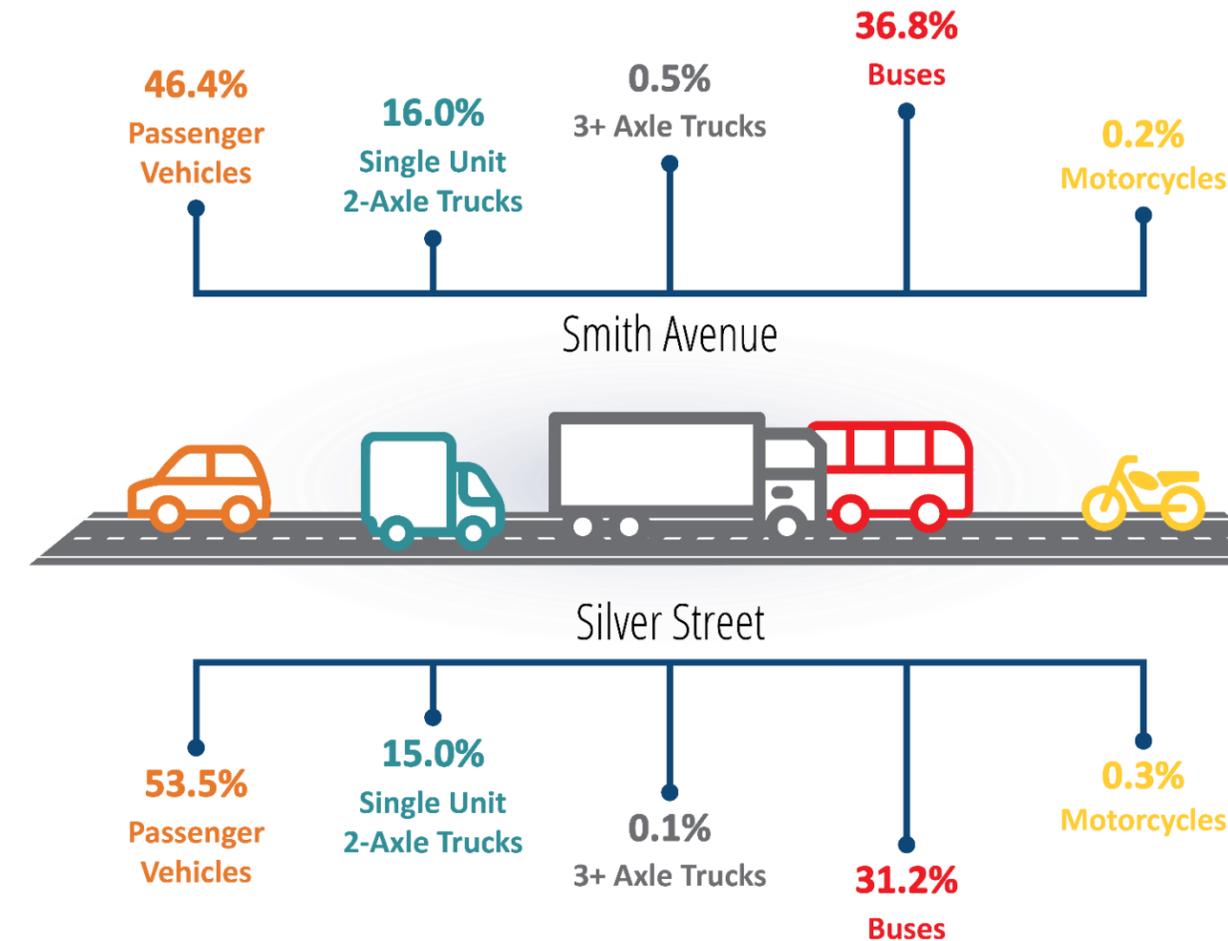


Figure 26: Percentage of vehicle classifications, Focus Area 2.

## Vehicle Speeds

The speed profile distribution of observed vehicle speeds on Smith Avenue west of T or C Elementary School is shown in Figure 27. The 50<sup>th</sup> percentile speed was 26 MPH, and the 85<sup>th</sup> percentile speed was 31 MPH. These observations indicate that half of the observed traffic was compliant with the posted speed limit of 25 MPH and fifteen percent of vehicular traffic exceeded the posted speed limit by at least 5 MPH. Figure 28 shows the speed distribution profile of vehicles on Silver Street north of Madeline Street. The 50<sup>th</sup> and 85<sup>th</sup> percentile speeds are similar on Smith Avenue at 27 MPH and 31 MPH, respectively. Nearly half of the observed traffic was compliant with the posted speed of 25 MPH, and fifteen percent of traffic exceeded it by 6 MPH.

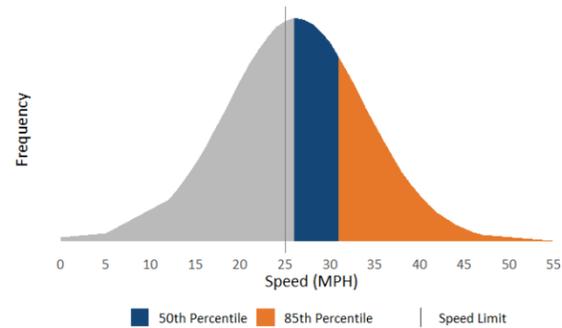


Figure 27: Speed profile distribution of motor vehicles on Smith Ave.

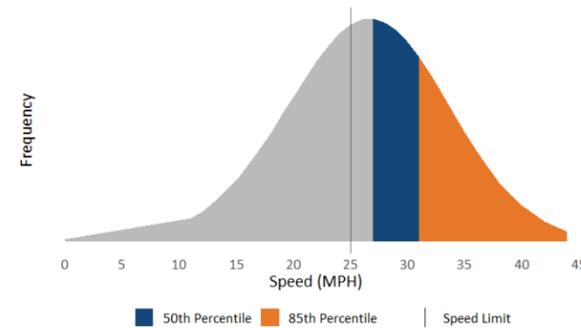


Figure 28: Speed profile distribution of motor vehicles on Silver St.

### Crash Data Analysis

There were two reported crashes in Focus Area 2 between 2014 and 2018. Crash severity for the crashes is summarized in Table 8. Both crashes resulted in minor injuries (visible injuries).

Table 8: Crashes by severity, Focus Area 2 (2014-2018)

Crash Severity	Crashes	Percentage
Fatal (K)	0	0.0%
Serious Injury (A)	0	0.0%
Visible Injury (B)	2	100.0%

Table 9 is a summary of the top contributing factors for crashes occurring within the study area. Driver inattention was the top contributing factor for both crashes. Neither crash involved a pedestrian or a bicyclist. Fortunately, these crashes did not result in a fatality or serious injury, only minor visible injuries. It is important to note that none of the reported crashes took place through the length of Focus Area 2. The crashes occurred at the intersection of Smith N. Date Streets. This intersection will undergo a reconfiguration to a roundabout designed to address pedestrian safety and accessibility.

Table 9: Crashes by top contributing factor and severity, Focus Area 2

Contributing Factor	Fatal (K)	Serious Injury (A)	Visible Injury (B)	Total
Driver Inattention	0	0	2	2
<b>Total</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>2</b>

### FOCUS AREA 3 - NEW SCHOOL ROAD/N. PERSHING STREET

#### Existing Conditions

Focus Area 3 is New School Road west of N. Date Street to N. Pershing Street and N. Pershing Street from New School Road to Marie Street. These corridors also provide access to Hot Springs High School and T or C Middle School. The paved asphalt on New School Road and N. Pershing Street is 36-feet wide between N. Date Street, the southernmost driveway of Hot Springs High School. From there until Barton Street, the asphalt roadway narrows to 32-feet. Between Barton and Marie Streets, the roadway is 44-feet wide. Lane markings exist at N. Date Street, at the eastern parking lot driveway of Hot Springs High School, and the western parking lot driveway of T or C Middle School. Marked crosswalks exist on New School Road between T or C Middle School and Hot Springs High School.

A 15 MPH school zone begins on New School Road, 1,000 feet from N. Date Street, extending approximately 3,000 feet, ending on N. Pershing Road a hundred feet before Barton Street. Motorists encounter a stop sign at N. Date Street when traveling east on New School Road. Likewise, southbound motorists on N. Pershing encounter an all-way stop at Barton Street and a two-way stop approaching Marie Street. Similar to Focus Area 2, pedestrian infrastructure is minimal, with approximately 1,400 feet of sidewalk on the south side of New School Road between N. Date Street and the eastern driveway of Hot Springs High School.



Figure 29: Traffic Sign Inventory, New School Rd.



Figure 30: Traffic Sign Inventory, N. Pershing St.



Figure 31: Pneumatic tube deployments in Focus Area 3.

### Data Collection

Pneumatic tube data collected between February 18, 2021, and February 21, 2021, quantified motorist traffic activity in Focus Area 3. A pneumatic tube counter was deployed on New School Road east of T or C Middle School and Hot Springs High School. Another tube counter collected traffic data on N. Pershing Street north of Barton Street. The posted speed limit in these areas is 15 MPH. The pneumatic tubes were deployed at the locations shown in Figure 31

### Traffic Volumes

Figure 32 through Figure 35 show the vehicle traffic volume profiles for Focus Area 2. Figure 32 and Figure 33 are weekly vehicle volumes, while Figure 34 and Figure 35 are weekend volumes. Like Focus Area 2, the traffic in these corridors is primarily because of the schools. The weekday traffic volumes show a clear diurnal pattern, with both counter locations reporting peak hours of 7:00 AM and 3:00 PM. The traffic volumes during the weekend are much less than during the weekdays.

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

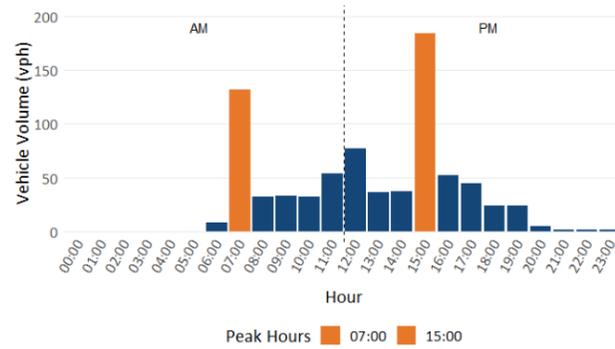


Figure 32: Average weekday vehicle volumes by hour, New School Rd.

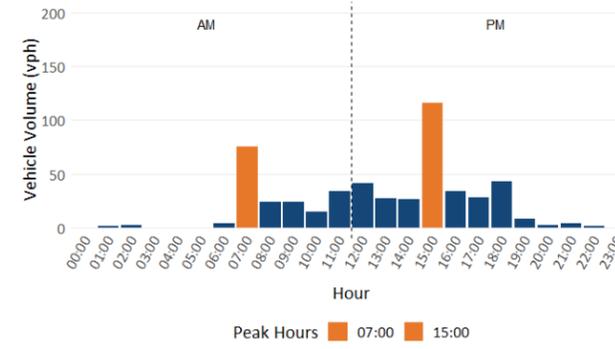


Figure 33: Average weekday vehicle volumes by hour, N. Pershing St. near Barton St.

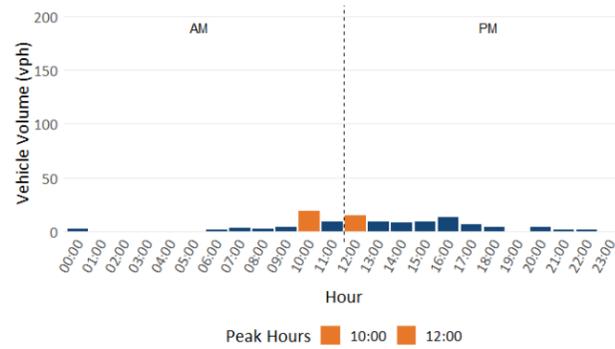


Figure 34: Average weekend vehicle volumes by hour, New School Rd.

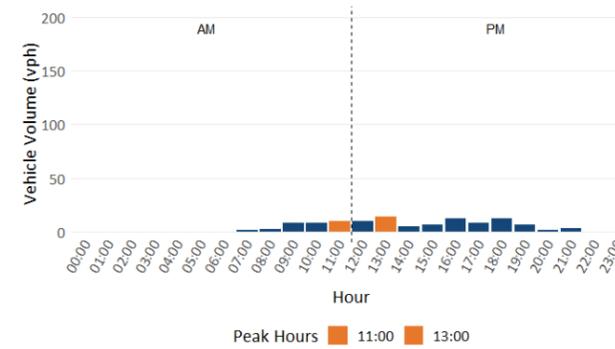


Figure 35: Average weekend vehicle volumes by hour, N. Pershing St. near Barton St.

## Vehicle Classification

A summary of the vehicle classifications in Focus Area 3 is summarized in Figure 36. Passenger Vehicles and buses comprise most vehicles traveling the New School Road section. In contrast, single-unit two-axle trucks and buses made up the highest percentage of traffic on N. Pershing Street. Larger trucks with three axles or more were also much more common. Finally, motorcycles comprised a small percentage of traffic in Focus Area 3.

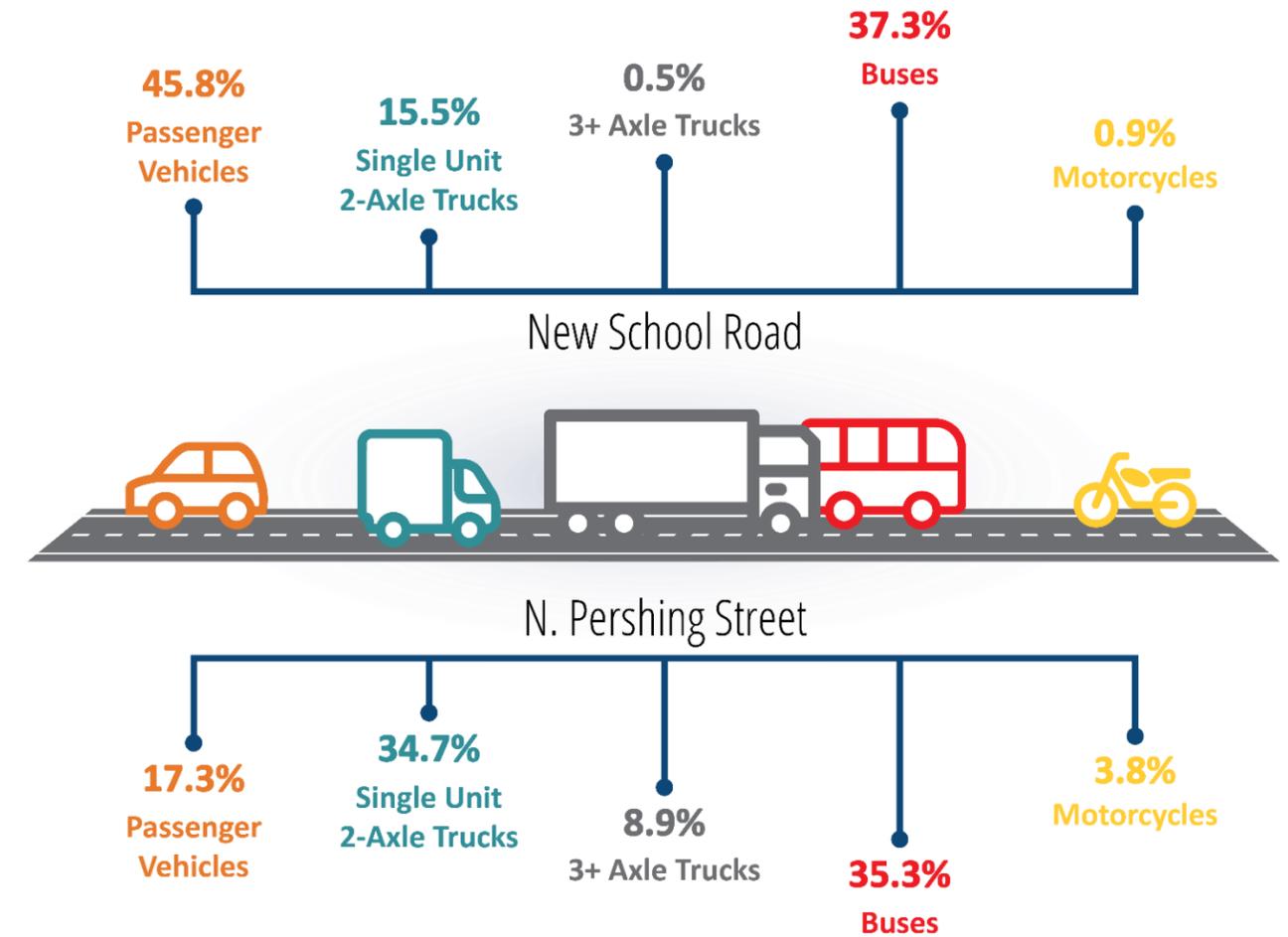


Figure 36: Percentage of vehicle classifications in Focus Area 3.

## Vehicle Speeds

The speed profile distribution of observed vehicle speeds on New School Road east of T or C Middle School is shown in Figure 37. The 50<sup>th</sup> percentile speed was 23 MPH, and the 85<sup>th</sup> percentile speed was 29 MPH. These observations indicate that more than half of the observed traffic exceeded the posted speed limit of 15 MPH by 8 MPH. Fifteen percent of vehicular traffic exceeded the posted speed limit by at least 14 MPH. The bidirectional speed profile for New School Road indicates that many motorists in this corridor do not comply with the school zone's posted speed limit. Figure 38 shows the speed distribution profile of vehicular traffic on N. Pershing Street north of Barton Street. The 50<sup>th</sup> and 85<sup>th</sup> percentile speeds were 29 MPH and 40 MPH, respectively. Over half of the observed traffic

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

exceeded the posted speed of 25 MPH by 4 MPH, and fifteen percent of traffic exceeded it by 15 MPH. This speed profile distribution suggests that motorists reduce their speeds in the 15 MPH school zone but are still not compliant with the posted speed limit.

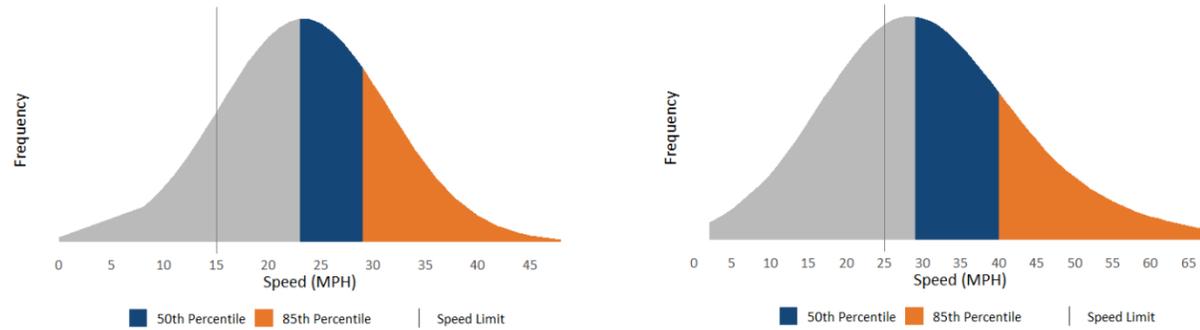


Figure 37: Speed profile distribution of motor vehicles on New School Rd.

Figure 38: Speed profile distribution of motor vehicles on N. Pershing St.

## Crash Data Analysis

Reported crashes in Focus Area 3 were negligible between 2014 and 2018, with only one reported crash. The crash resulted in a serious injury, with the top contributing factor attributed to driver inattention. This crash occurred at the intersection of New School Road and N. Date Street. This intersection will also undergo a redesign to a roundabout designed to consider pedestrian accessibility and safety. Fortunately, there were no reported crashes involving pedestrians or bicyclists.

## PUBLIC INVOLVEMENT PROCESS

Stakeholders and the public shared thoughts, concerns, and feedback through multiple avenues throughout the planning process. The community members provided input during virtual meetings, via email correspondence, and by commenting on the virtual meeting registration pages. As shown in Figure 39, the project schedule demonstrates the planning process and community engagement.



Figure 39: Schedule for Truth or Consequences Transportation Safety Plan

The COVID-19 pandemic and related restrictions required stakeholder and public meetings to be held virtually via Microsoft Teams. Despite this challenge, T or C community members participated in the Plan's development. Table 10 lists the participants in the planning process.

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

Table 10: T or C Transportation Safety Plan Participants

PARTICIPANT	AFFILIATION
Rick Dumiak	T or C Resident
Traci Alvarez	City of T or C
Bruce Swingle	City of T or C
Sandra Whitehead	City of T or C
OJ Hechler	City of T or C
Victor Rodriguez	City of T or C
Linda DeMarino	MainStreet T or C
John Masterson	MainStreet T or C
Dagoberto Varela	New Mexico Gas Company
Andreas Linnan	NMDOT District 1
Harold Love	NMDOT District 1
Trent Doolittle	NMDOT District 1
Ami Evans	NMDOT District 1
Debra Hudson	NMDOT Multimodal Planning and Programs Bureau
Neala Krueger	NMDOT Multimodal Planning and Programs Bureau
Tracy Estes	Passion Pie Cafe
Billy Neely	Sierra County Road Department
Kathleen Sloan	Sierra County Sun
Theresa King	Sierra Grande Lodge
David Dawdy	Sophia Unity Foundation
Angela Rael	South Central Council of Governments
Joe McClintock	South Central Council of Governments
Jay Armijo	South Central Council of Governments
Jaymi Simms	South Central Council of Governments
Eliana Orozco	T or C Municipal School District
Randall Aragon	T or C Municipal School District
Channell Segura	T or C Municipal School District
Deputy Chief Baker	T or C Police Department
Susan Buhler	T or C Resident
Daniel Holm	T or C Resident
Ann	T or C Resident
Sophia Peron	T or C Resident
James Boyd	T or C Resident
Ron Pacourek	T or C Resident
Rebecca Speakes	T or C Resident
Tom Sharpe	T or C Resident
Dennis Dunnum	T or C Resident
Susan Todd	T or C Resident
Amanda Cardona	Village of Williamsburg

Two rounds of meetings occurred during the planning process. The first round took place in April 2021, following the data collection and analysis. During this initial round of

meetings, the project team shared the collected data and elicited feedback regarding the project team's observations. Community members offered input not observed through the data collection process and helped the project team understand the community's perceptions of transportation safety in the study's focus areas. Some of the feedback is presented below:

Participant Feedback and Input:

- Resident 1 - "Where are the handicapped parking spaces in downtown TrC?, There are NONE! NO PARKING SPACE STRIPING OR DESIGNATION in 18 years!"
- Resident 2 – "Cool. I thought it was a very good presentation, thank you. I'm very concerned about the speed on Broadway and Main, no question. I thought those were great suggestions. Sidewalks definitely needed...I like the pedestrian slow-downs and I definitely like the gateway idea. I think it definitely funnels people down, it gets them mentally thinking different, getting them off the cell phone, and just makes them slow down another five to ten miles per hour, so thank you very much for those suggestions."
- Resident 3 – "Would like to see the traffic slowed down on Main St. The corner of Main and Foch desperately needs a four way stop, or a simple lens change from yellow to red. We have nothing more than a raceway at present."
- Resident 4 – "The curve of main street and the parking nearby at Foch and Main have been sore spots for the community for years. A speeder recently flipped their vehicle due to ineffective traffic calming measures. There's a visibility issue at Foch and Main for northbound travelers which DOT "solved" by removing 4 parking spaces, which caused local merchants great concern."
- South Central Council of Governments Staff 1 – "Each area is used by all modes of transportation, specifically pedestrian. It would be nice to have the areas more pedestrian friendly and even designed to encourage pedestrian and bicycle traffic."
- City Staff 1 – "Sidewalks non existing or in poor shape."

These initial meetings aided the project team in understanding the safety vision of the community. They envision making T or C a safer place for residents and visitors to walk, ride a bicycle, and drive by addressing the following safety challenges:

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

- Motor vehicle speed compliance
- Pedestrian safety
- Lack of pedestrian infrastructure
- Non-uniform traffic control devices (signs and pavement markings)
- Non-compliance with ADA Accessible Standards

Combining this qualitative information with the empirical data, the project team identified an initial set of countermeasures and mitigation strategies. The second round of meetings took place over the summer of 2021. In May, the stakeholders shared their initial feedback on the recommended countermeasures. The project team took this feedback and further developed the countermeasure plan. In July, the project team held a final community public meeting to share and obtain feedback on recommended countermeasures. Following the final public meeting, the project team briefed the T or C City Commission on the progress of the Transportation Safety Plan to ensure alignment before finalizing the safety plan.

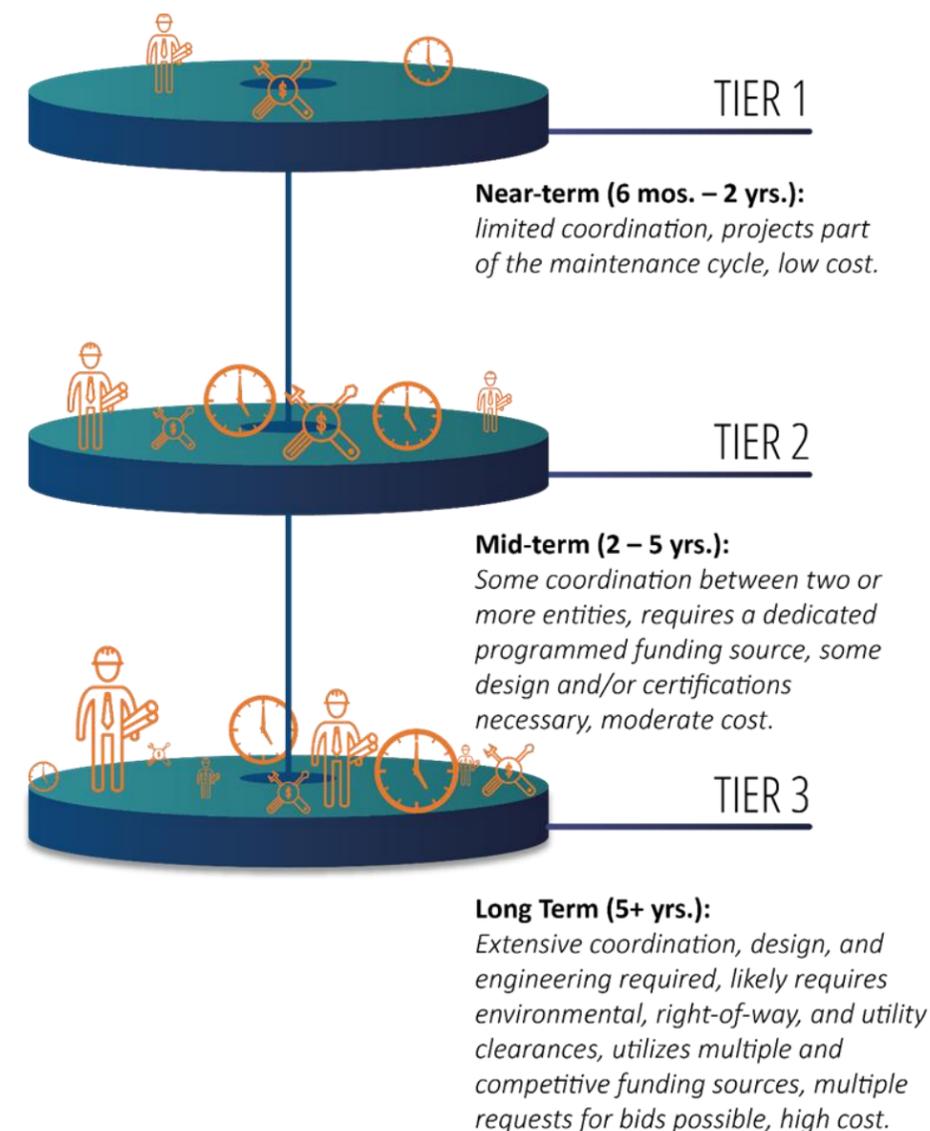
## COMMUNITY IMPACTS OF CRASHES

Costs associated with motor vehicle crashes can substantially impact the local economy. These costs come from lost wages, medical expenses, administrative expenses, motor vehicle damage, and employer uninsured costs. Furthermore, unsafe traffic conditions can impact community members not directly involved or injured in a crash. Property Damage Only crashes can affect residents if they experience damage to their property resulting from a crash. Crashes resulting in a fatality, serious injury, or even near-miss crashes can contribute to residents not feeling safe living in their community. Additionally, traffic crashes typically occupy a driving lane on the road until local authorities and emergency services can respond which result in local businesses losing profits due to a car crash and the necessary emergency service vehicles blocking their storefront.

## COUNTERMEASURES AND STRATEGIES

The following sections discuss the recommended countermeasures for the Focus Areas. These countermeasures are not prescriptive, nor a package, rather a toolbox of strategies to address the observed challenges. The recommended countermeasures are Tiered, with

each increasing Tier reflecting increasing cost, complexity, and amount of time to implement. All countermeasures are contingent on funding and program priorities. Assuming funding is available, and a countermeasure is programmed, the Tiers are:



The countermeasures may be additive or stand-alone. When combined with an in-street pedestrian sign, marked continental crosswalks may have a synergistic effect. Marked crosswalks alone reduce motorist's speeds<sup>5</sup> while installing in-street pedestrian signs in advance of the crosswalk can reduce the mean speed by 4 to 5 MPH while increasing

<sup>5</sup> Federal Highway Administration, "The Effect of Crosswalk Markings on Vehicle Speeds in Maryland, Virginia, and Arizona."

# TRUTH OR CONSEQUENCES, NM

## MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

yielding compliance<sup>6</sup>. Others, such as the recommended Dynamic Speed Feedback Signs (DSFS), may only be effective for a brief period and should be used with regular speed enforcement.

Studies have found an association between vehicle speed and the likelihood of pedestrian fatality in the event of a crash<sup>7</sup>. Figure 40 shows that this association is not linear but exponential, indicating that motor vehicle speed is a critical factor in pedestrian safety. This plan seeks to proactively prevent pedestrian fatalities and injuries by recommending countermeasures to calm traffic in the three Focus Areas. Based on the observed safety challenges, a recurring theme of the following countermeasures is to reduce adverse pedestrian and motor vehicle conflicts by focusing on speed limit compliance.

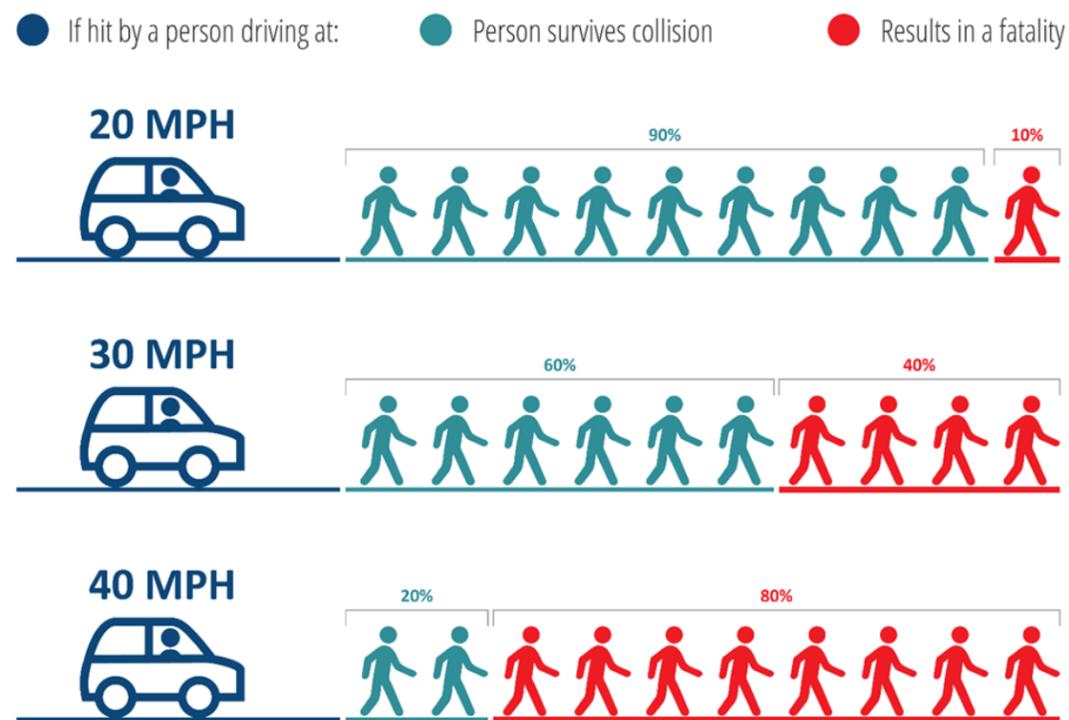


Figure 40: Likelihood of pedestrian fatality by vehicle speed - adapted from San Francisco MTA Vision Zero Action Plan, February 2015

<sup>6</sup> Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings: Follow Up Report."

<sup>7</sup> Pasanen, "Driving Speeds and Pedestrian Safety: A Mathematical Model."

## FOCUS AREA 1 – MAIN AVENUE

This section details the recommended countermeasure plan for Focus Area 1 by discussing the Main Avenue and N. Broadway Street corridors individually. Main Avenue corridor countermeasure goals are to improve compliance with the 25 MPH speed limit, enhance ADA Accessibility, and ensure roadway signs are compliant with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). The MUTCD details the standards by which traffic control devices, including road markings, roadway signs, and traffic signals, are designed and used.

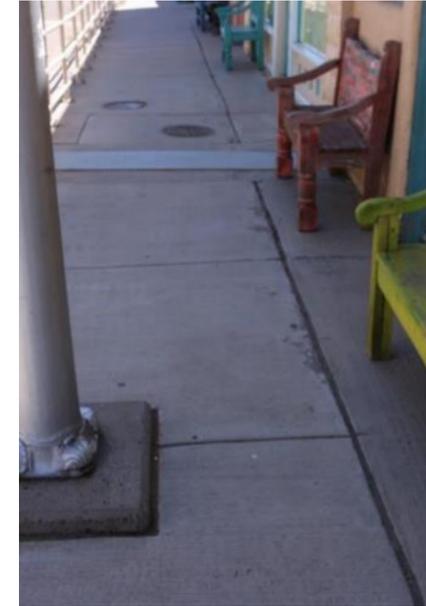


Figure 41: Focus Area 1, Main Ave.



# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

ADA standards apply to pedestrian facilities. These standards state that public facilities are for everyone's use, including people with disabilities. ADA guidelines for sidewalks require a minimum width of 36-inches; a firm, stable, and slip-resistant surface; free of trip hazards such as broken or lifted sidewalks; a minimum slope of 1:20; and curb ramps. The images on the right are from Downtown T or C, and they show, from left to right, a lifted portion of the concrete, a narrow and unlevel path, and a sidewalk covered in erosion. All these hazards can pose safety challenges for pedestrians, especially pedestrians with disabilities. This safety plan recommends developing a regular maintenance schedule to keep the accessible paths in Downtown T or C usable.



Another accessibility concern in Downtown T or C is the lack of accessible parking spaces. Most public parking in Focus Area 1 is on-street, parallel parking. The US Access Board Proposed Public Rights-of-Way Accessibility Guidelines (PROWAG) outline the minimum required number of accessible parking spaces as a portion of the total number of marked or metered parking spaces on a given block<sup>8</sup>. This plan recommends following the PROWAG guidelines to implement accessible parking spaces throughout Focus Area 1.



<sup>8</sup> "U.S. Access Board - Chapter R2."

Existing

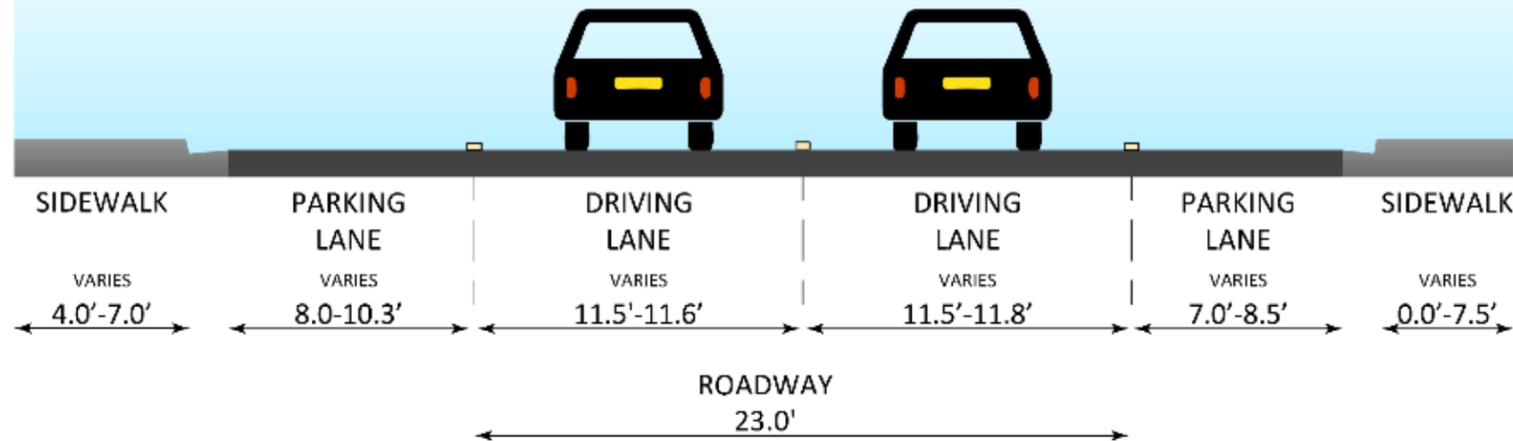


Figure 43: Existing typical section, Main Ave.

The first countermeasure to improve speed limit compliance in this section is to narrow the driving lane width. Main Avenue's existing traveled-way cross-section is 23-feet wide with two 11.5-foot driving lanes for vehicles traveling in either direction. Figure 43: Existing typical section, Main Ave. Figure 43 shows the existing roadway configuration on Main Avenue.

Recommended

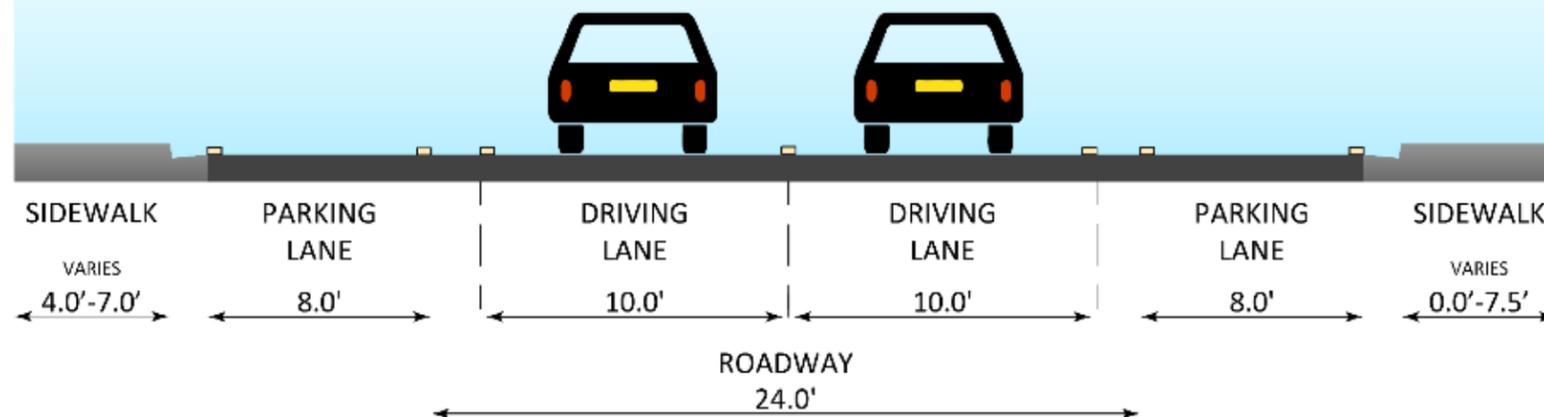


Figure 44: Recommended typical section, Main Ave.

The project team recommends narrowing the lanes to 10-feet, as shown in Figure 44. This is a Tier 1 strategy that uses centerline and edge line striping to narrow the driving lanes but does not impact the available asphalt of the driving lanes needed by larger vehicles to travel safely on I-25 Business Loop 11.

Figure 45: Existing conditions of crosswalk markings, Main Ave.



- Main Avenue Crosswalks
- Main Avenue
- T or C Roadways



Figure 46: Crosswalk locations, Main Ave.

Pedestrian activity is higher in Focus Area 1 due to the public-facing businesses throughout the Hot Springs Bathhouse and Commercial Historic District of T or C. The safety plan recommends refreshing the striping of the marked continental crosswalks, as seen in Figure 47, in this section as a Tier 1 countermeasure. Figure 45 is an example of the condition of the existing crosswalk markings. Figure 48 shows an in-street pedestrian sign that creates a vertical presence for drivers to alert them to yield for pedestrians. This plan recommends installing in-street pedestrian signs on the centerline and edge lines of the driving lanes. Studies show that these combined treatments have high compliance rates for yielding/stopping for pedestrians and encouraging reduced motor vehicle speeds<sup>9</sup>.



Figure 47: Freshly striped continental crosswalk.



Figure 48: R1-6 Pedestrian gateway treatment

<sup>9</sup> Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings"; Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings: Follow Up Report."



Figure 50: Conflict intersection, Main Ave. and Poplar St.

Figure 49: Recommend bollard installation.

The City of T or C identified Poplar Street and Main Avenue as a conflict intersection. Southbound motorists on Poplar Street desiring to travel east on N. Broadway Street regularly cut through the private property on the northeast corner of the intersection. By doing so, motorists access the Post Street turn just before Main Avenue merges with N. Broadway Street. This maneuver is a safety concern because pedestrian traffic regularly uses this area to access Bullocks supermarket on the corner of N. Broadway and Post Streets. The safety plan recommends installing bollards on the left turn lane providing access to N. Broadway Street from Main Avenue to discourage the unsafe vehicular maneuver.

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

## FOCUS AREA 1 – N. BROADWAY STREET

Similar to Main Avenue, N. Broadway Street corridor countermeasure goals are to improve compliance with the 25 MPH speed limit, enhance ADA Accessibility, and ensure roadway signs are MUTCD compliant.



Figure 51: Focus Area 1, N. Broadway St.

Existing

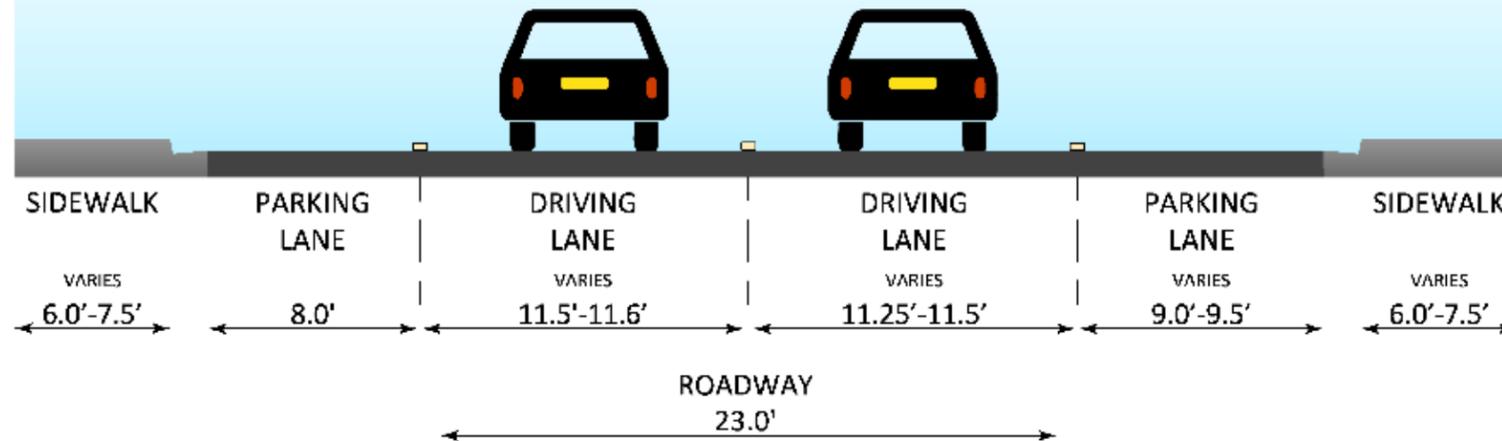


Figure 52: Existing typical section, N. Broadway St.

Similar to the recommendations for Main Avenue, this plan recommends narrowing the driving lane width on N. Broadway Street. Figure 52 shows the NMDOT right-of-way with the existing roadway configuration on N. Broadway Street. The current traveled way cross-section is 23-feet wide with two 11.5-foot driving lanes for vehicles traveling in either direction.

Recommended

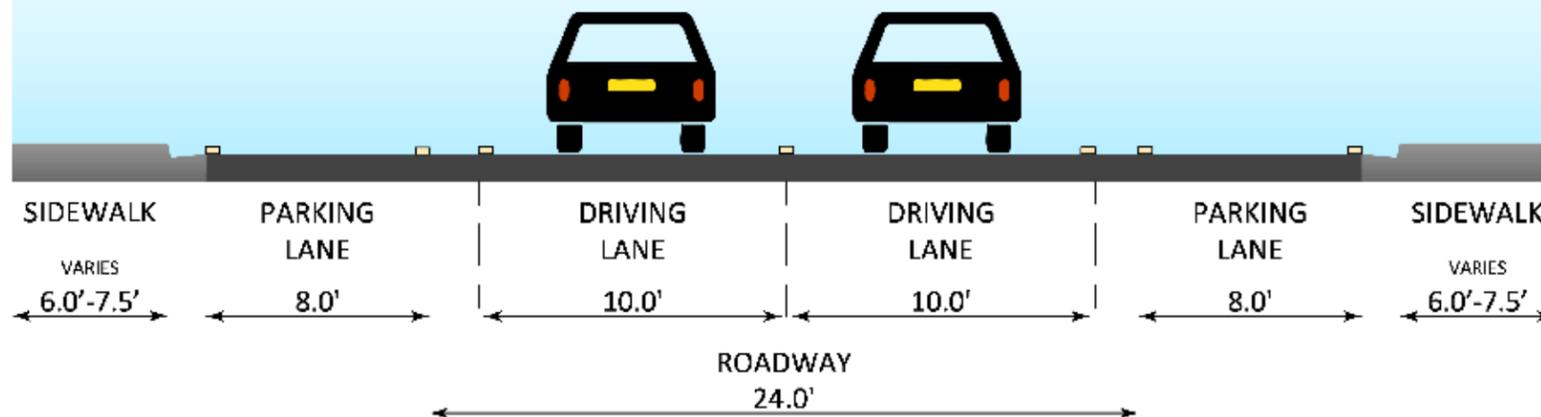


Figure 53: Recommended Typical section, N. Broadway St.

The project team recommends narrowing the lanes to 10-feet, as shown in Figure 53. This is a Tier 1 strategy that uses centerline and edge line striping to narrow the lanes without impacting the available asphalt of the driving lanes needed by larger vehicles to navigate I-25 Business Loop 11 safely.

Warning signs alert roadway travelers to unusual or unexpected conditions. As shown in Figure 54, Focus Area 1 contains signs alerting drivers to expect and accommodate pedestrians crossing the street. The existing signs, W11a-2, have a pedestrian symbol and crosswalk lines. This sign is no longer in the MUTCD.



Figure 54: Existing pedestrian warning signs, N. Broadway St.

A Tier 1 recommendation is to replace the pedestrian crossing signs with the latest version of the sign without crosswalk striping. The MUTCD is occasionally updated to accommodate changes in transportation needs, new technologies, and traffic management strategies. The correct sign to use is W11-2. Also, no pedestrian warning signs are installed at the crosswalk at Broadway and Mims Streets. This countermeasure ensures continuity and consistency of the message to expect pedestrian traffic.

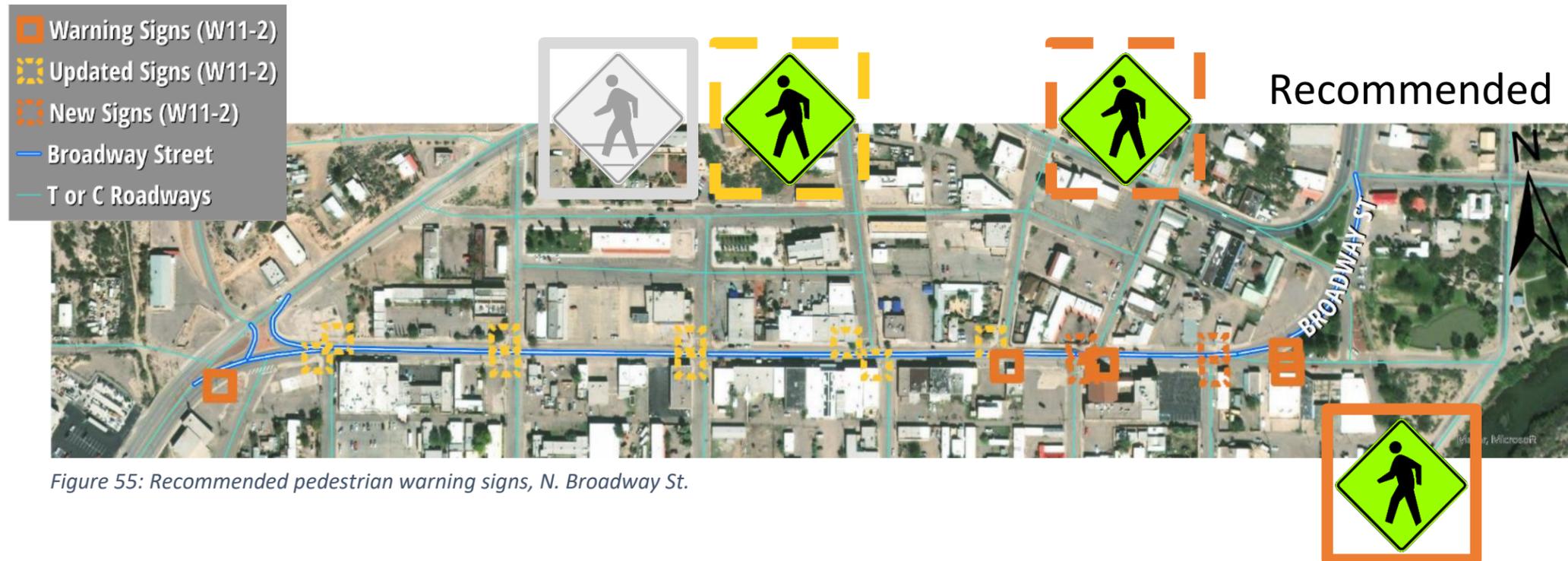


Figure 55: Recommended pedestrian warning signs, N. Broadway St.

Figure 56: Existing conditions of crosswalk markings, N. Broadway St.



- Broadway Street Crosswalks
- Broadway Street
- T or C Roadways



Figure 57: Freshly striped continental crosswalk.



Figure 58: R1-6 Pedestrian gateway treatment

Pedestrian activity is at its highest on N. Broadway Street in Focus Area 1. As such, this safety plan recommends refreshing the striping of the marked crosswalks, as shown Figure 57, in this section as a Tier 1 countermeasure. Figure 56 shows an example of the condition of the existing crosswalk markings. The image on the bottom right shows an in-street pedestrian sign that creates a vertical presence for drivers to alert them to yield for pedestrians. This plan recommends installing in-street pedestrian signs on the centerline and edge lines of the driving lanes. Studies show that these combined treatments have high compliance rates for yielding/stopping for pedestrians and encouraging reduced motor vehicle speeds<sup>10</sup>.

<sup>10</sup> Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings"; Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings: Follow Up Report."

Figure 59: Vehicles traveling against traffic flow, N. Broadway St.

The project team identified two other conflict intersections in Focus Area 1. The first is at Broadway and S. Foch Streets at the northern approach to Broadway from S. Pershing Street. The challenge at these intersections is that they are not aligned. This vehicular maneuver is not prohibited but poses a safety challenge because the maneuver requires motorists to travel against one-way traffic flow, albeit briefly, when crossing Broadway.

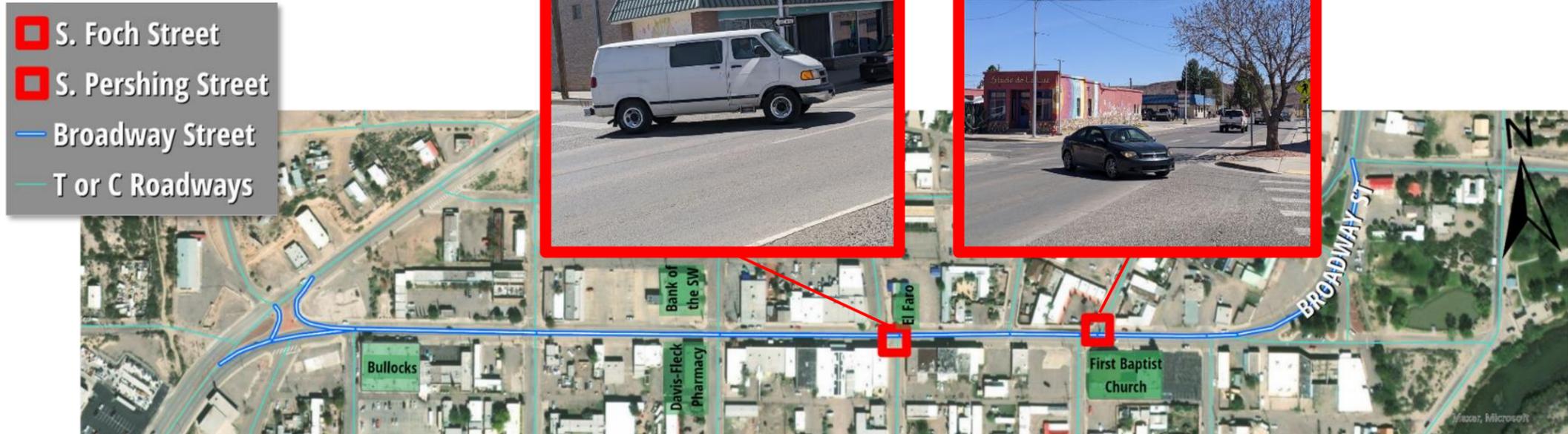


Figure 60: Conflict intersections on N. Broadway St. at S. Foch St. and S. Pershing St.

To proactively prevent crashes at these intersections, this plan recommends implementing a diverter median on the northbound approach of S. Foch Street at N. Broadway Street. Also, at the southbound approach on S. Pershing Street at N. Broadway Street, construct a traffic diverter that does not allow motorists to make the illegal maneuver to continue south on S. Pershing Street. These countermeasures will prohibit these unsafe movements and enhance the pedestrian experience by shortening the distance when crossing the street from east to west and vice versa.

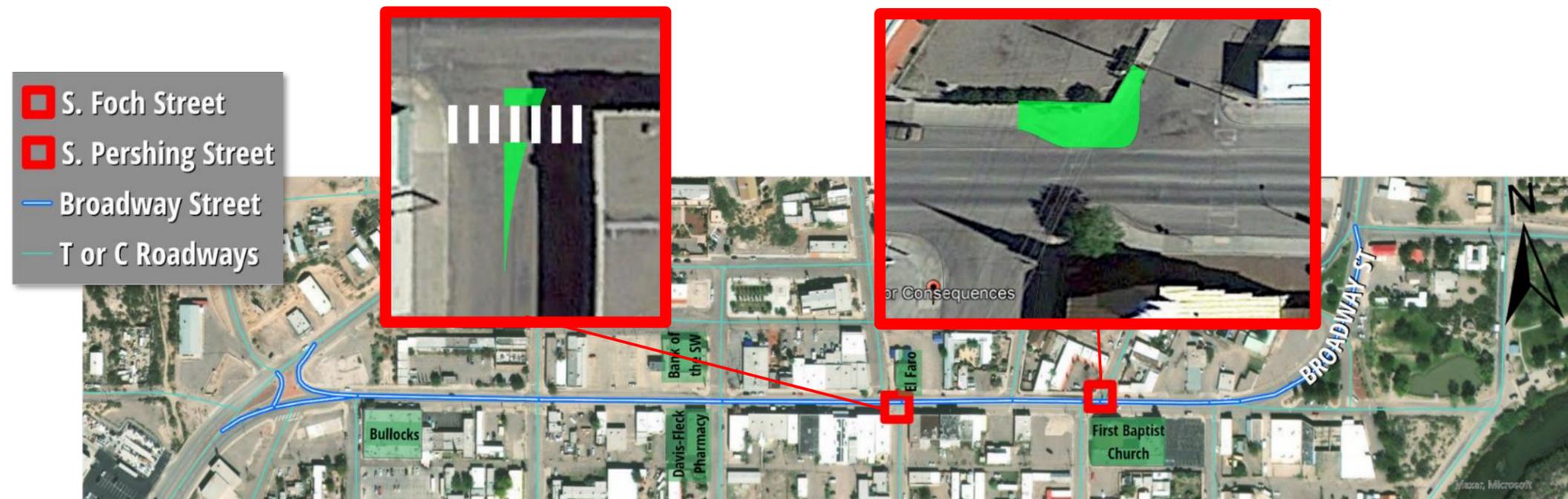


Figure 61: Recommended countermeasures at conflict intersections, N. Broadway St.

Figure 62: Community gateway feature, example



- ▣ Community Gateways
- Main Avenue
- Broadway Street
- T or C Roadways



Figure 63: Potential community gateway sites.

The final recommended countermeasure to aid in compliance with a 25 MPH speed limit is constructing a community gateway feature. A gateway feature enhances the aesthetics of the roadway, communicates the values and identity of the community, and reinforces that the roadway environment has changed. The gateway feature is recommended as an initiative for the community to pursue.



Figure 64: Existing conditions of pedestrian infrastructure in downtown T or C on city owned streets.

Several community initiatives emerged in Focus Area 1. First, the recommended safety countermeasures apply to Main Avenue and N. Broadway Street, facilities maintained by NMDOT. However, pedestrian facilities, like that shown in Figure 64 on S. Pershing, Jones, Foch, Sims, McAdoo, Daniels, and Clancy Streets are overlooked regarding maintenance. Where sidewalks exist, they pose a safety challenge for any pedestrian, are not comfortable to use, and do not adhere to ADA standards. This plan recommends pedestrian facility maintenance and improvements to enhance safety throughout Downtown T or C.

This plan also recommends regular speed enforcement on Main Avenue and N. Broadway Street to ensure speed limit compliance since this area is heavily trafficked by pedestrians.

Another community initiative, to improve multimodal accessibility, is to advertise availability of The Shuttle. The Shuttle can aid with reducing congestion in Focus Area 1, improve mobility for locals and visitors, and improve the equity of T or C's transportation system. Part of this effort could include installing transit shelters at the stops in the N. Broadway Street corridor. Figure 66 shows an example of a transit shelter that may be considered.

The final community initiative for Focus Area 1 is to pursue a roadway exchange and transfer ownership from NMDOT to the City of T or C. Doing so would allow the community to directly pursue certain changes to how the roadway is used, e.g., on street parking, traffic control device applications, and the ability to implement a road diet allowing room for bicycle facilities and enhanced pedestrian facilities.



Figure 65: Logo for The Shuttle, Sierra county's public transit.



Figure 66: Transit shelter, example.

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

## FOCUS AREA 2 – SMITH AVENUE

The countermeasure goals on Smith Avenue are to improve speed limit compliance, enhance pedestrian accessibility and safety, and ensure roadway signs are MUTCD compliant.

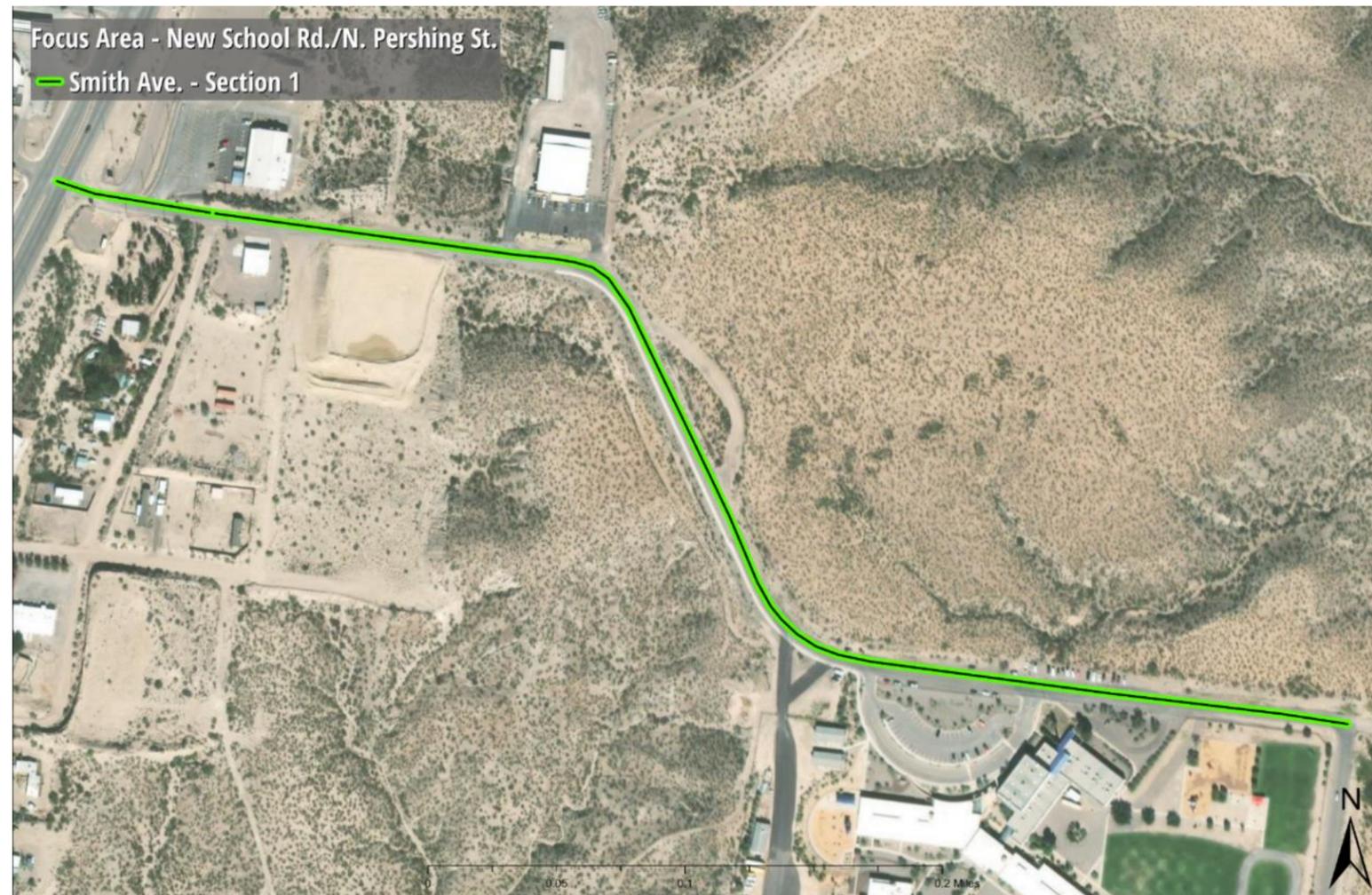


Figure 67: Focus Area 2, Smith Ave.

Existing

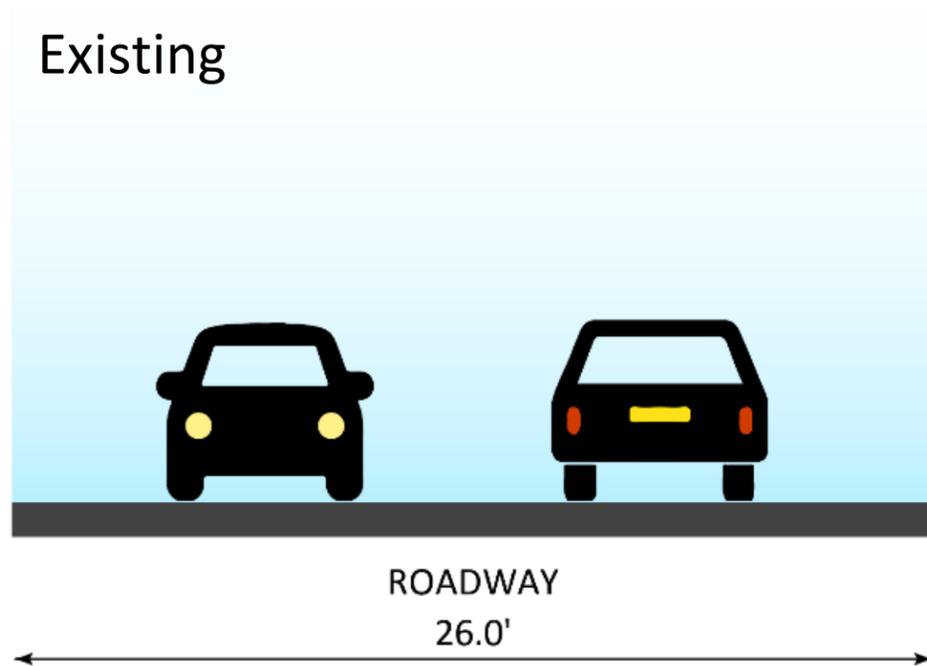


Figure 68: Existing typical section, Smith Ave.

The existing asphalt roadway on Smith Avenue in Focus Area 2 is 26-feet wide with no lane markings. Figure 68 shows a typical cross-section of this segment.

Recommended

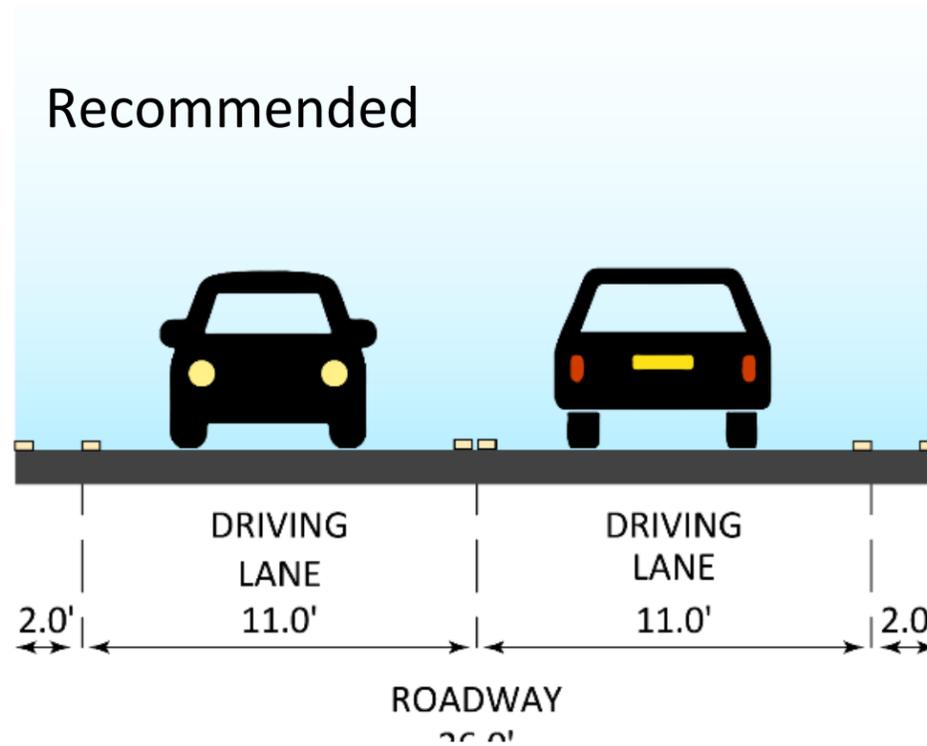


Figure 69: Recommended typical section, Smith Ave.

The recommended countermeasure is to add centerline and edge line striping marking 11-foot lanes, as shown in Figure 69. This Tier 1 strategy uses 6-inch centerline and edge line striping to call attention to the narrow driving lanes without impacting the available asphalt.

The purpose of regulatory signs is to notify roadway users about pertinent traffic laws and regulations. The existing regulatory speed limit and warning signs in Smith Avenue are shown in Figure 70. In this section, the speed limit is reduced to 15 MPH from 25 MPH for eastbound motorists. The speed reduction is to provide safe driving speeds around T or C Elementary School. The first recommendation is to update the school speed limit assemblies to indicate 15 MPH on a conditional basis and install plaques indicating that the 15 MPH speed limit is during specific hours or when children are present, as shown in Figure 71. Additionally, install another 15 MPH speed limit sign augmented with a Dynamic Speed Feedback Sign (DSFS) near the school's western entrance for eastbound motorists. Lastly, update the outdated pedestrian warning signs at the crosswalk.

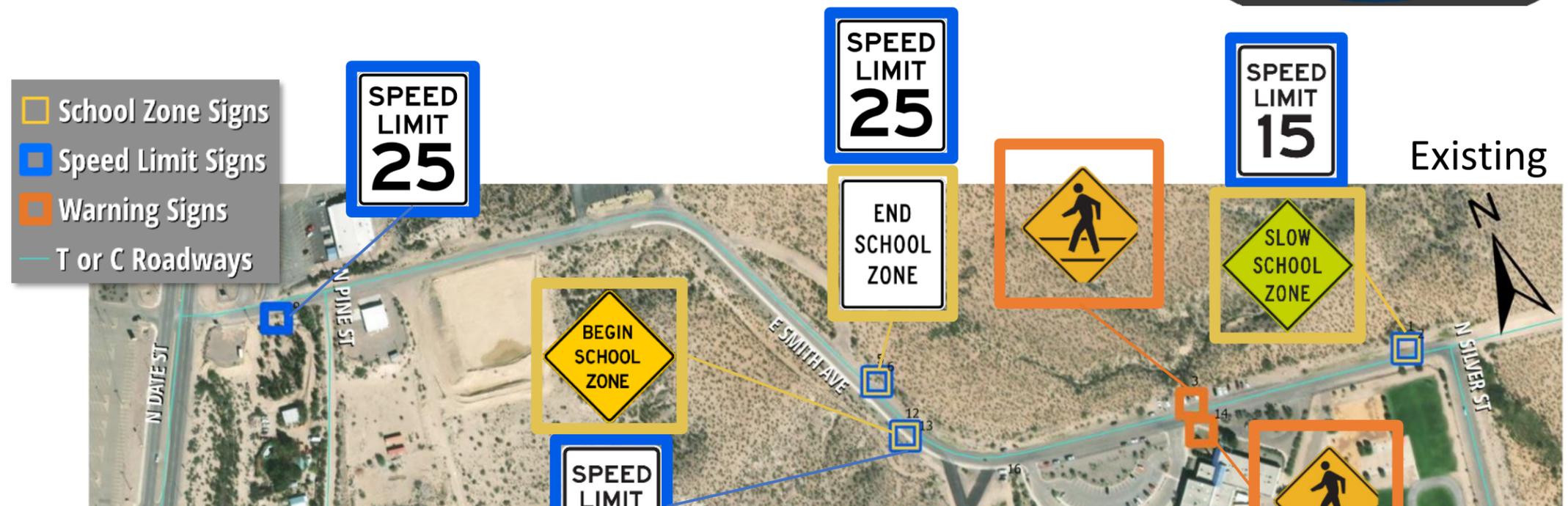


Figure 70: Existing traffic signs, Smith Ave.



Figure 71: Recommended traffic signs, Smith Ave.

Figure 72: Existing conditions of crosswalk markings, Smith Ave.



■ Crosswalk  
— T or C Roadways



Figure 73: Freshly striped continental crosswalk.



Figure 74: R1-6 Pedestrian gateway treatment.

Pedestrian safety and accessibility are of utmost importance in Focus Area 2 due to the likelihood of children walking through this corridor. The safety plan recommends refreshing the striping of the marked crosswalk as a Tier 1 countermeasure. Figure 72 is an example of the condition of the existing crosswalk marking. Figure 74 shows an in-street pedestrian sign that creates a vertical presence for drivers to alert them to yield for pedestrians. This plan recommends installing in-street pedestrian signs on the centerline and edge lines of the driving lanes in each direction of travel. Studies show that these combined treatments have high compliance rates for yielding/stopping for pedestrians and encouraging reduced motor vehicle speeds<sup>11</sup>.

<sup>11</sup> Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings"; Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings: Follow Up Report."

Figure 75 shows recommended sidewalks in Focus Area 2. This is a Tier 2 countermeasure as it will require multiple funding sources and some design work. The sidewalks would provide additional pedestrian accessibility by filling in the gap from N. Date Street to the existing sidewalk west of T or C Elementary School. This countermeasure will also enhance pedestrian safety by providing a space to walk that is safely out of the way of vehicular traffic.



Figure 75: Recommended sidewalks, Smith Ave.



Figure 76: Detail of recommended sidewalk, southeast corner of N. Date St. and Smith Ave.

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

## FOCUS AREA 2 – SILVER STREET

The countermeasure goals on Silver Street are to improve speed limit compliance, enhance pedestrian accessibility and safety, and ensure roadway signs are MUTCD compliant.

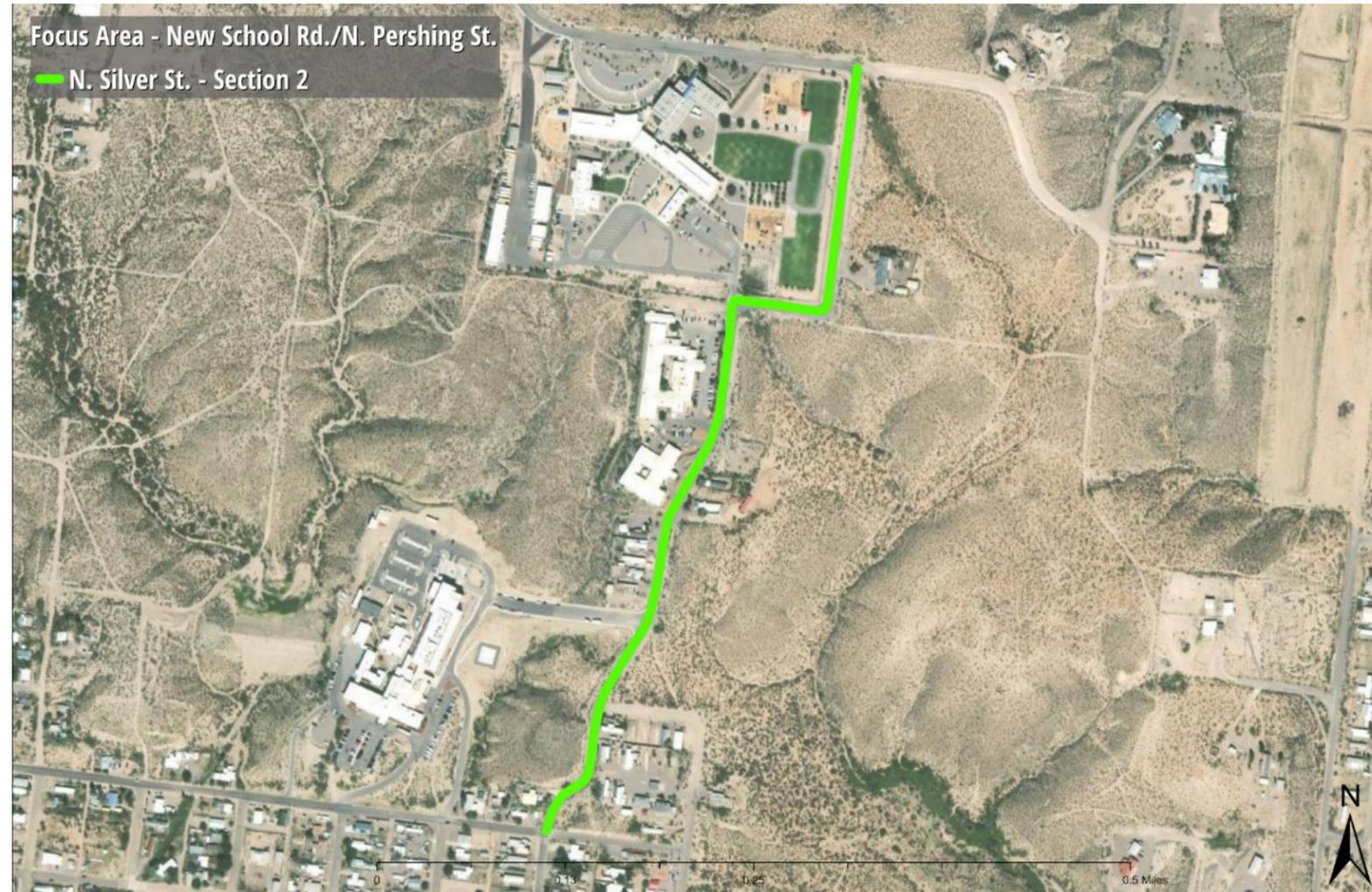


Figure 77: Focus Area 2, N. Silver St.

### Existing

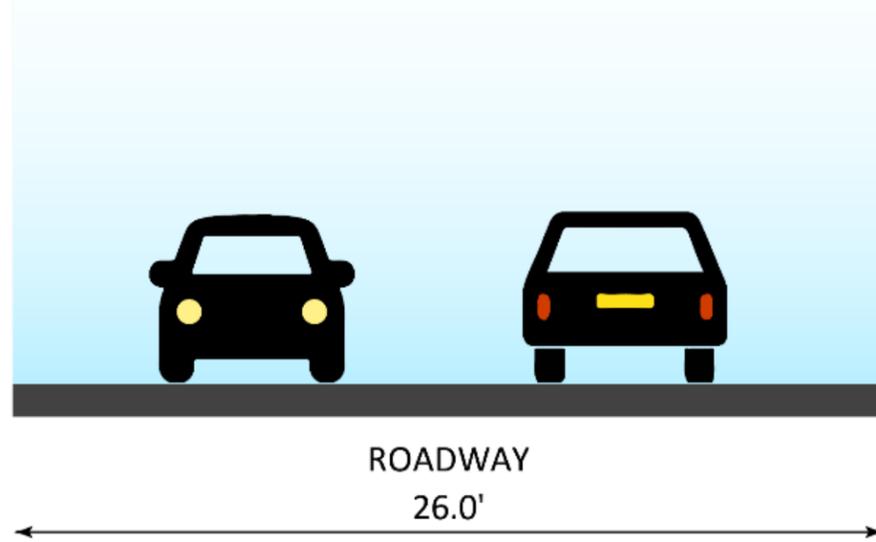


Figure 78: Existing typical section, N. Silver St.

The existing asphalt roadway on Silver Street in Focus Area 2 is 26-feet wide with no lane markings. Figure 78 shows a typical cross-section of this segment.

### Recommended

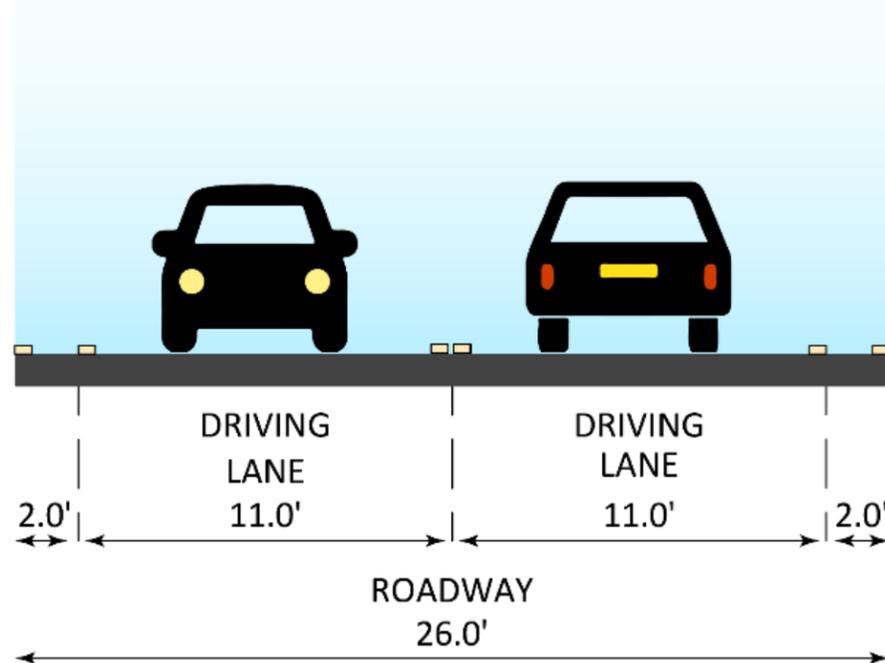


Figure 79: Recommended typical section, N. Silver St.

The recommended countermeasure is to add centerline and edge line striping marking 11-foot lanes, as shown in Figure 79. This Tier 1 strategy uses 6-inch centerline and edge line striping to call attention to the narrow drive lanes without impacting the available asphalt.

The existing regulatory speed limit and warning signs on Silver and N. Silver Streets are shown in Figure 81. In this section, the speed limit is reduced to 15 MPH from 25 MPH for northbound motorists approaching T or C Elementary. This plan recommends Tier 1 countermeasures similar to the Smith Avenue corridor. The first recommendation is to update the school speed limit assemblies to indicate 15 MPH on a conditional basis and install plaques indicating that the 15 MPH speed limit is during specific hours or when children are present, as shown in Figure 80. Additionally, install another 15 MPH speed limit sign augmented with a Dynamic Speed Feedback Sign (DSFS) approximately 250 feet in advance of N. Silver Street for northbound motorists. Lastly, replace the outdated "Slow School Zone" signs with school speed limit assemblies indicating a 15 MPH speed and appropriate conditional plaques.



Figure 81: Existing traffic signs, Silver St.

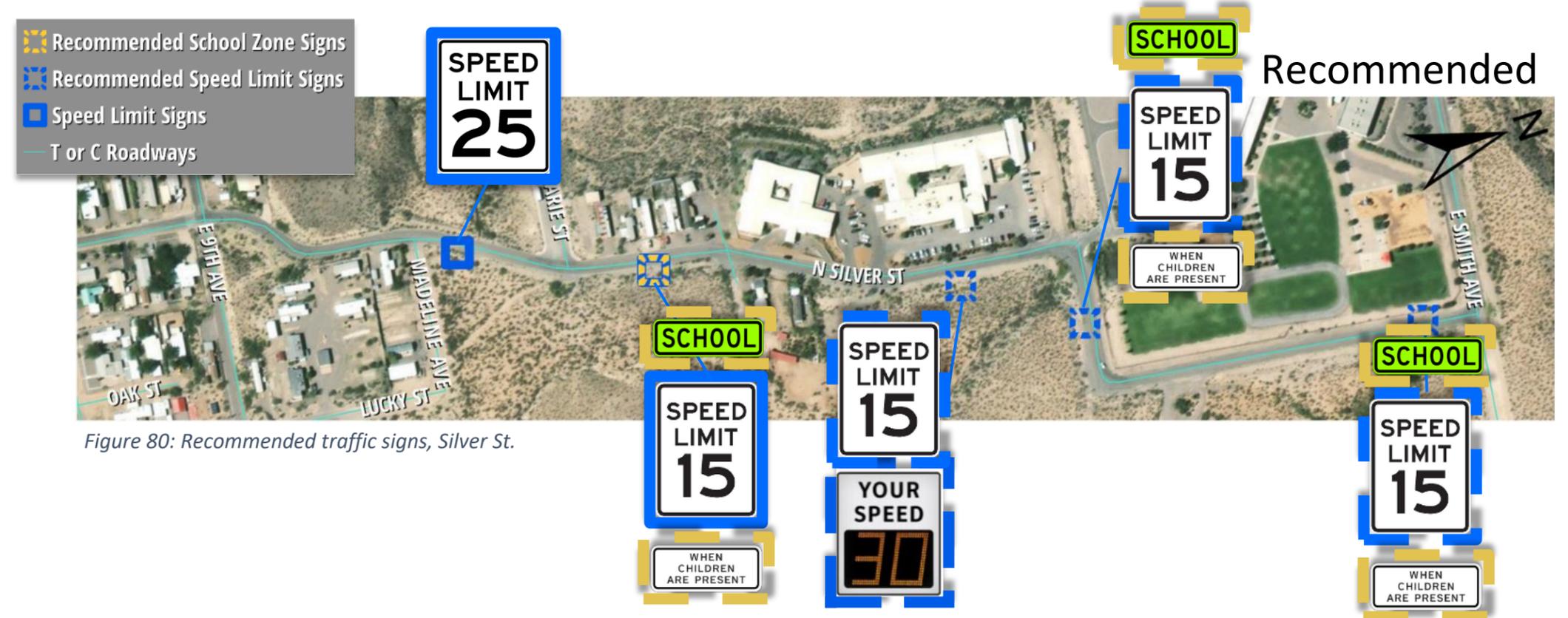


Figure 80: Recommended traffic signs, Silver St.

Figure 82: Detail of recommended sidewalk at northwest corner of Silver St. and Smith Ave.



— Tier 2 - ADA Walkways  
 — T or C Roadways



Figure 83: Recommended Tier 2 sidewalks, Silver St.

Figure 83 shows recommended sidewalks on the west side of Silver Street in Focus Area 2. This Tier 2 countermeasure would provide pedestrian accessibility from the residences south of E. 9<sup>th</sup> Street to the hospital and T or C Elementary School. This countermeasure will also enhance pedestrian safety by providing a space to walk that is safely out of the way of vehicular traffic.

— Tier 2 - ADA Walkways  
 — T or C Roadways



Figure 84: Recommended sidewalks on T or C Elementary School property.

This plan recommends constructing sidewalks on the school's property to ensure pedestrian safety by providing connectivity from the recommended sidewalk on Silver Street. This sidewalk will allow children to access the school from the south side of campus instead of walking along Silver Street, around the sporting fields.



Figure 86: Recommended Tier 3 sidewalks, Silver St.

Figure 85: Detail of recommended sidewalk at north east corner of Silver St. and Smith Ave.



The final countermeasure in Focus Area 2 is to construct sidewalks on the east side of Silver Street from E. 9<sup>th</sup> Street to Smith Avenue and around the sporting fields at T or C Elementary School.

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

## FOCUS AREA 3 – NEW SCHOOL ROAD

The countermeasure goals on New School Road are to achieve motor vehicle speed compliance, enhance pedestrian safety and accessibility, and ensure signs and pavement markings are uniform and MUTCD compliant.

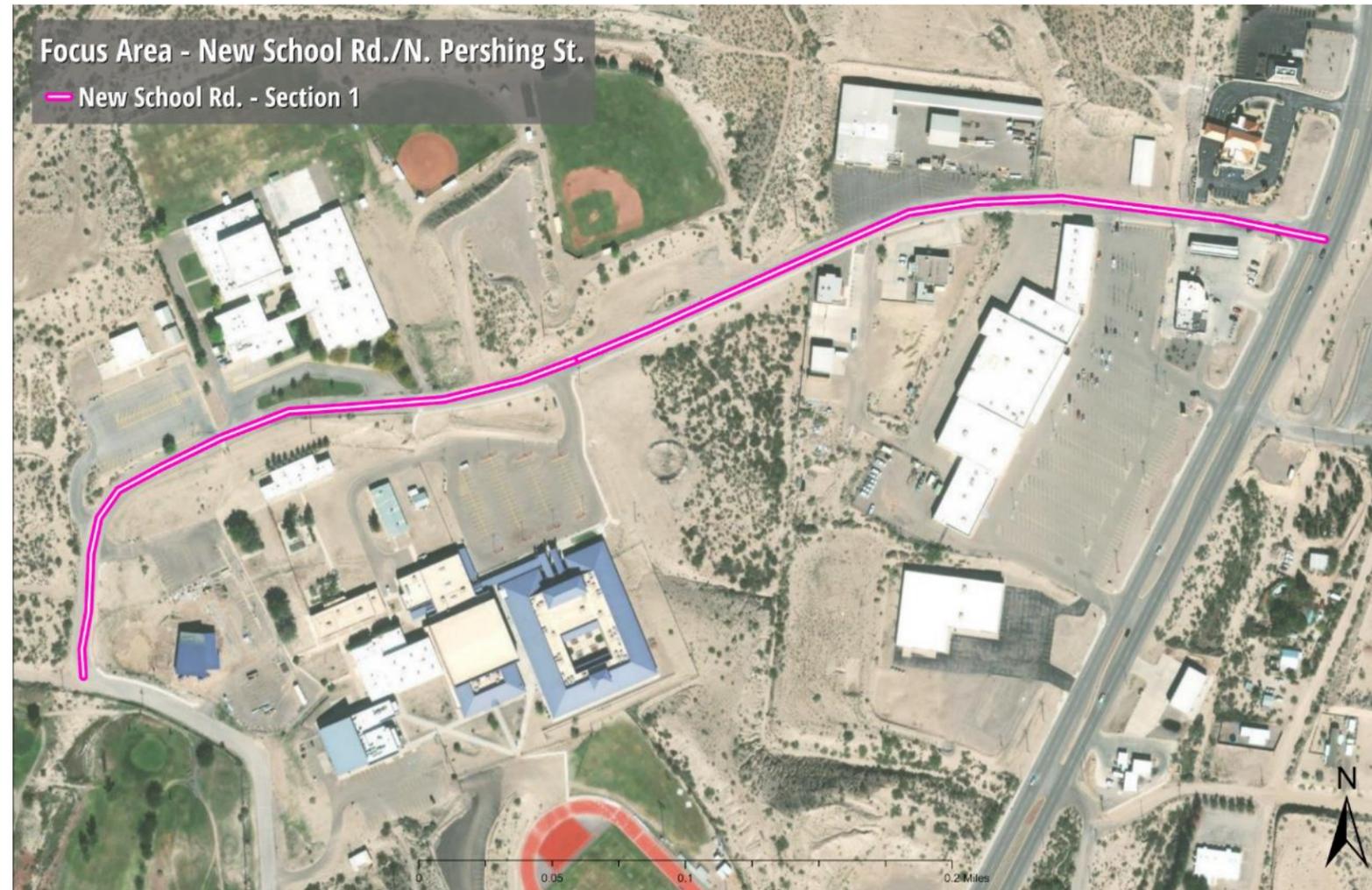
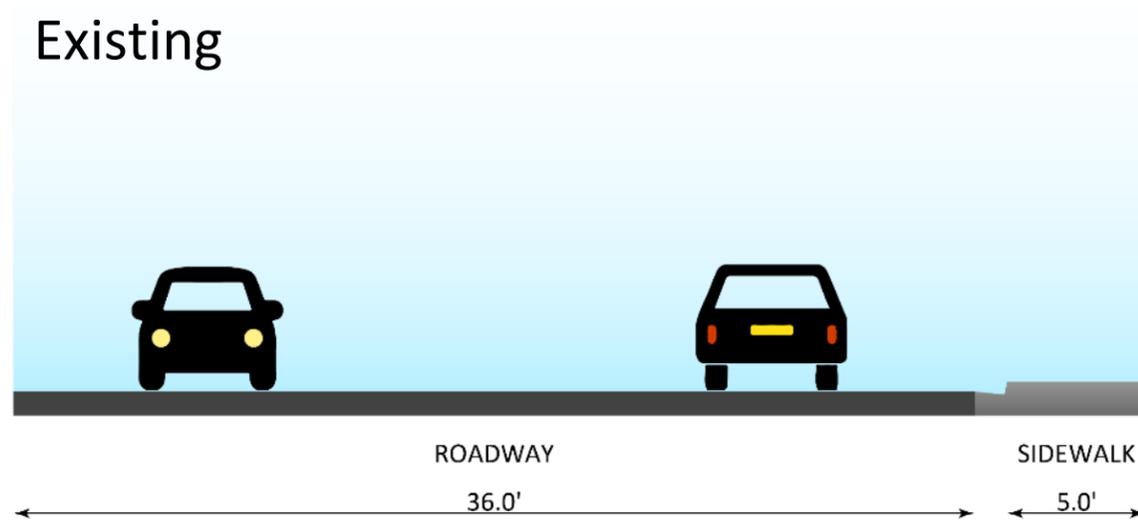


Figure 87: Focus Area 3, New School Rd.

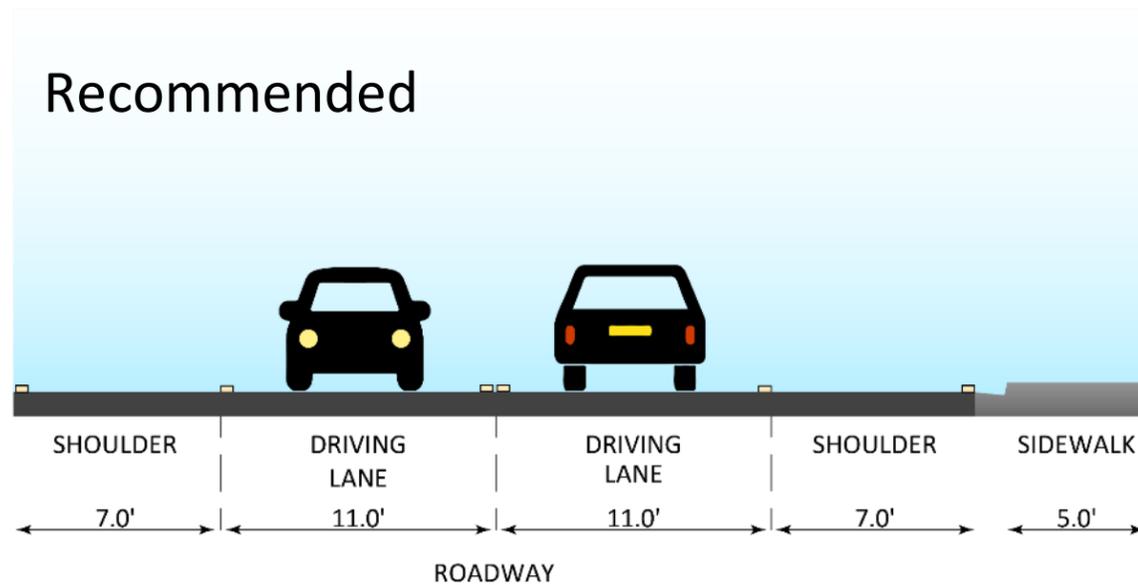
### Existing



The existing asphalt roadway is 36-feet wide with lane markings for left turns at N. Date Street, the eastern parking lot driveway of Hot Springs High School, and the western parking lot driveway of T or C Middle School. Figure 88 shows a typical cross-section of this road segment.

Figure 88: Existing typical section, New School Rd.

### Recommended



As in previous sections, the initial recommended countermeasure is to narrow the driving lanes to a width of 11 feet, as shown in Figure 89. This Tier 1 strategy uses 6-inch centerline and edge line striping to narrow the driving lanes without impacting the available asphalt.

Figure 89: Recommended typical section, New School Rd.

The existing regulatory speed limit and warning signs on New School Road are shown in Figure 91. In this section, the speed limit is 15 MPH. The first recommendation is to change the speed limit to 25 MPH, update the school speed limit assemblies to indicate 15 MPH on a conditional basis, and install plaques indicating that the 15 MPH speed limit is during specific hours or when children are present, as shown in Figure 90. Additionally, install another 15 MPH speed limit sign augmented with a Dynamic Speed Feedback Sign (DSFS) as motorists approach the schools from the east. Lastly, update the outdated pedestrian warning signs at the crosswalk.



Figure 91: Existing traffic signs, New School Rd.

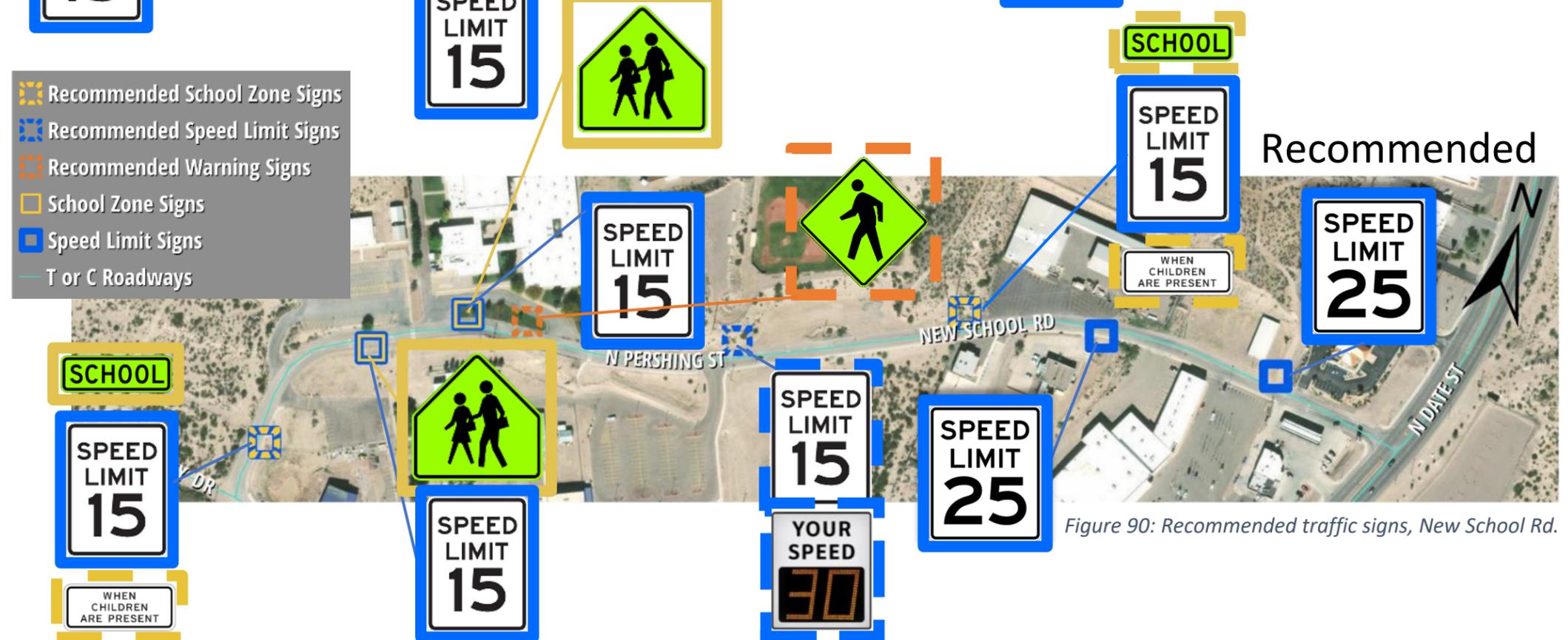


Figure 90: Recommended traffic signs, New School Rd.



Existing

The pavement markings indicating left and through movements at T or C Middle School and Hot Springs High School are not compliant with MUTCD standards.

Figure 92: Existing pavement markings, New School Rd.



Recommended

This plan recommends removing the existing markings and refreshing the roadway communications with MUTCD compliant striping, as shown in Figure 93. This is a Tier 1 countermeasure.

Figure 93: Fresh MUTCD compliant pavement markings.

□ Crosswalks  
— T or C Roadways



Figure 94: Existing conditions of crosswalk markings, New School Rd.



Figure 95: Freshly striped continental crosswalk.



Figure 96: R1-6 Pedestrian gateway treatment.

Like Focus Area 2, pedestrian safety and accessibility are of utmost importance due to the likelihood of children walking through this corridor. This safety plan recommends refreshing the striping of the marked crosswalks as a Tier 1 countermeasure. Figure 94 is an example of the condition of the existing crosswalk marking. Figure 96 shows an in-street pedestrian sign that creates a vertical presence for drivers to alert them to yield for pedestrians. This plan recommends installing in-street pedestrian signs on the centerline and edge lines of the driving lanes in each direction of travel. Studies show that these combined treatments have high compliance rates for yielding/stopping for pedestrians and encouraging reduced motor vehicle speeds<sup>12</sup>.

<sup>12</sup> Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings"; Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings: Follow Up Report."

Figure 97 shows recommended sidewalks on New School Road in Focus Area 3. This Tier 2 countermeasure provides pedestrian accessibility and connectivity from the eastern crosswalk to T or C Middle School and from the west crosswalk to the existing sidewalk at Hot Springs High School. This countermeasure will also enhance pedestrian safety by providing a space to walk that is safely out of the way of vehicular traffic. This plan recommends constructing ADA-compliant sidewalks on Hot Springs High School's property that provide connectivity from the crosswalks to enhance pedestrian safety further, as shown in Figure 98. ADA accessibility is vital in these locations for accessing the crosswalks because Hot Springs High School is lower in elevation than New School Road.



Figure 97: Recommended Tier 2 sidewalks, New School Rd.



Figure 98: Recommended ADA paths on Hot Springs High School property.

Focus Area 3's final recommended countermeasure is to construct sidewalks throughout the New School Road Corridor. This Tier 3 countermeasure will provide a safe space for pedestrians to move through the corridor without sharing the road with motor vehicles.



Figure 99: Recommended Tier 3 sidewalks, New School Rd.

## FOCUS AREA 3 – N. PERSHING STREET

The countermeasure goals on N. Pershing Street are to achieve motor vehicle speed compliance, enhance pedestrian safety and accessibility, and ensure signs are uniform and MUTCD compliant.



Figure 100: Focus Area 3, N. Pershing St.

### Existing

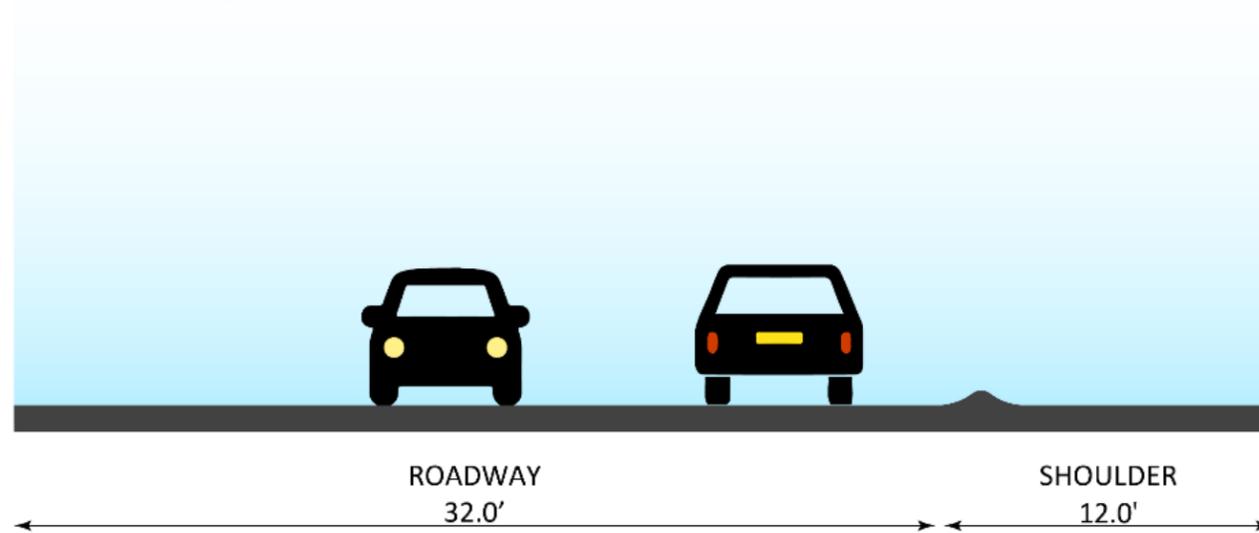


Figure 101: Existing typical section, N. Pershing St.

As shown in Figure 101, the paved asphalt is 32-feet wide without lane markings and a 12-foot wide pedestrian walkway of the east side of the street. Between Barton and Marie Streets, the roadway is 44-feet wide.

### Recommended

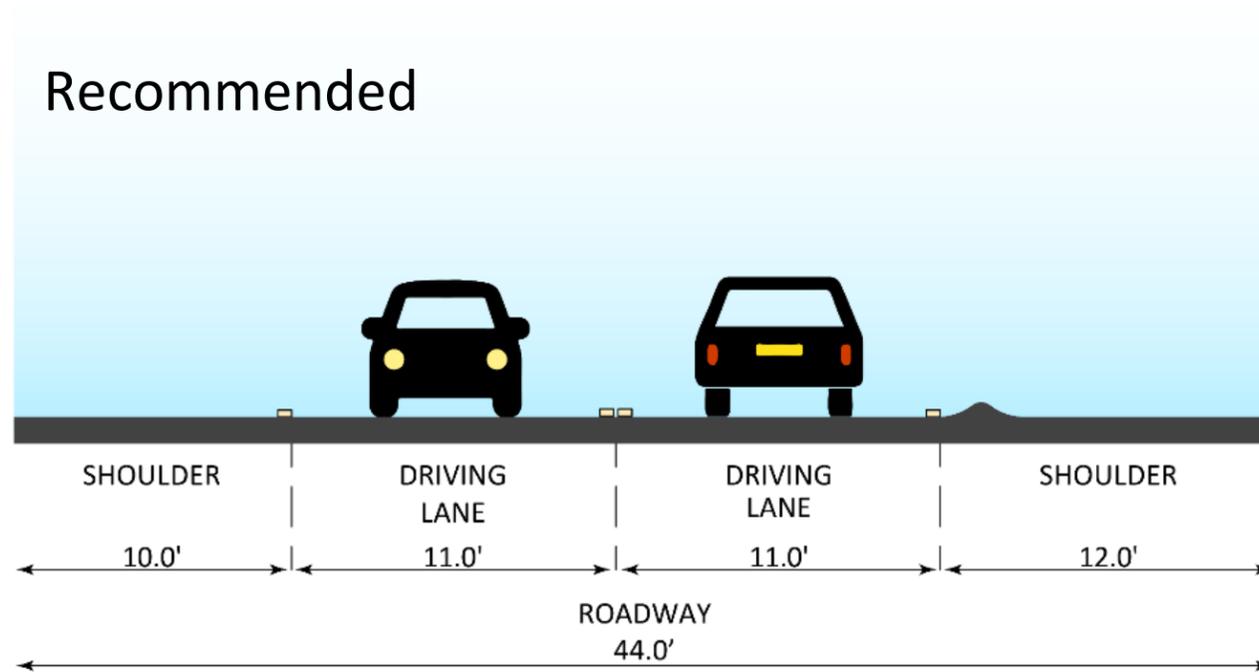


Figure 102: Recommended Typical section, N. Pershing St.

As with the other streets, this plan recommends narrowing the driving lanes to a width of 11-feet, as shown in Figure 102. This Tier 1 strategy uses 6-inch centerline and edge line striping to narrow the driving lanes without impacting the available asphalt.

The existing regulatory speed limit and warning signs on N. Pershing Street are shown in Figure 103. In this section, the speed limit is 15 MPH. The first recommendation is to change the speed limit to 25 MPH, update the school speed limit assemblies to indicate 15 MPH on a conditional basis, and install plaques indicating that the 15 MPH speed limit is during specific hours or when children are present, as shown in Figure 104. Additionally, install another 15 MPH speed limit sign augmented with a Dynamic Speed Feedback Sign (DSFS) as motorists approach the Hot Springs High School from the south.



Figure 103: Existing traffic signs, N. Pershing St.

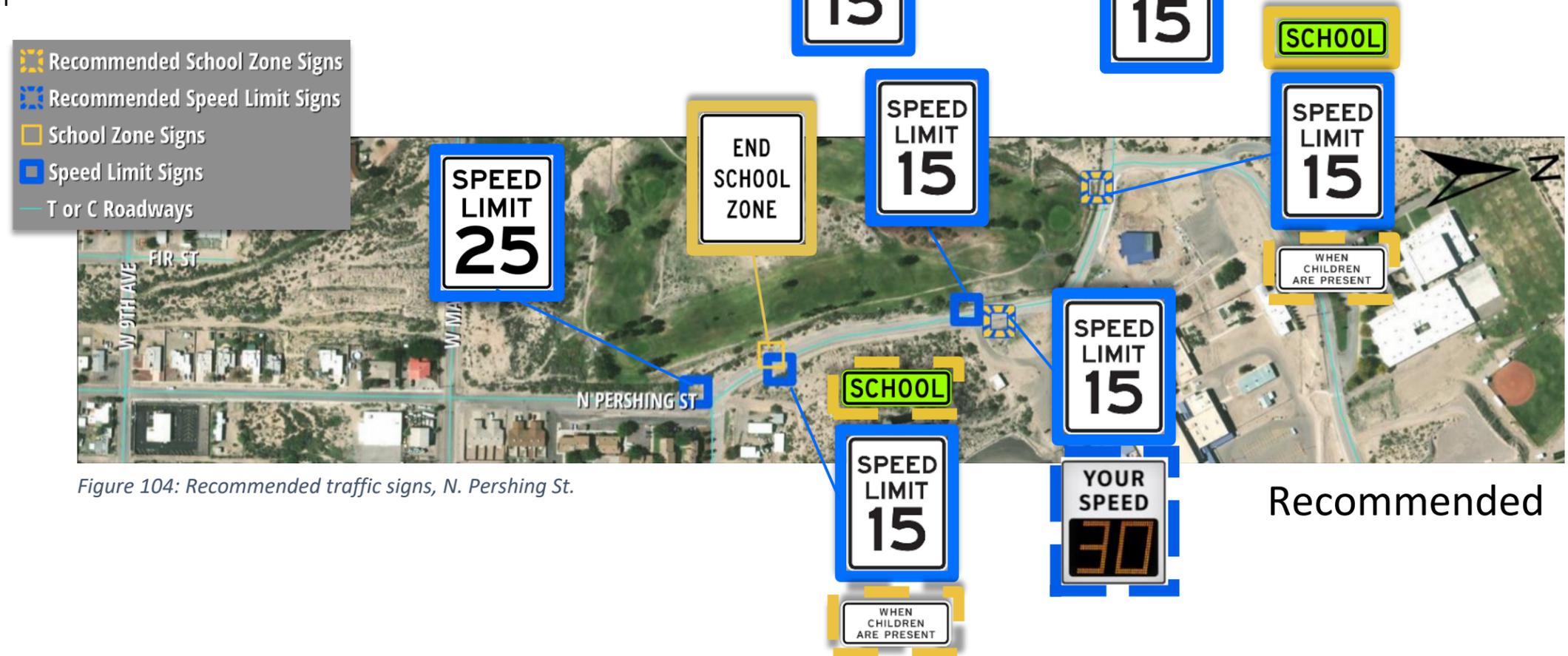


Figure 104: Recommended traffic signs, N. Pershing St.

Figure 105 shows recommended sidewalks on the east side of N. Pershing Street in Focus Area 3. This Tier 2 countermeasure provides pedestrian accessibility from the residences south of Marie Street to T or C Middle School and Hot Springs High School. This countermeasure will also enhance pedestrian safety by providing a space to walk that is safely out of the way of vehicular traffic.

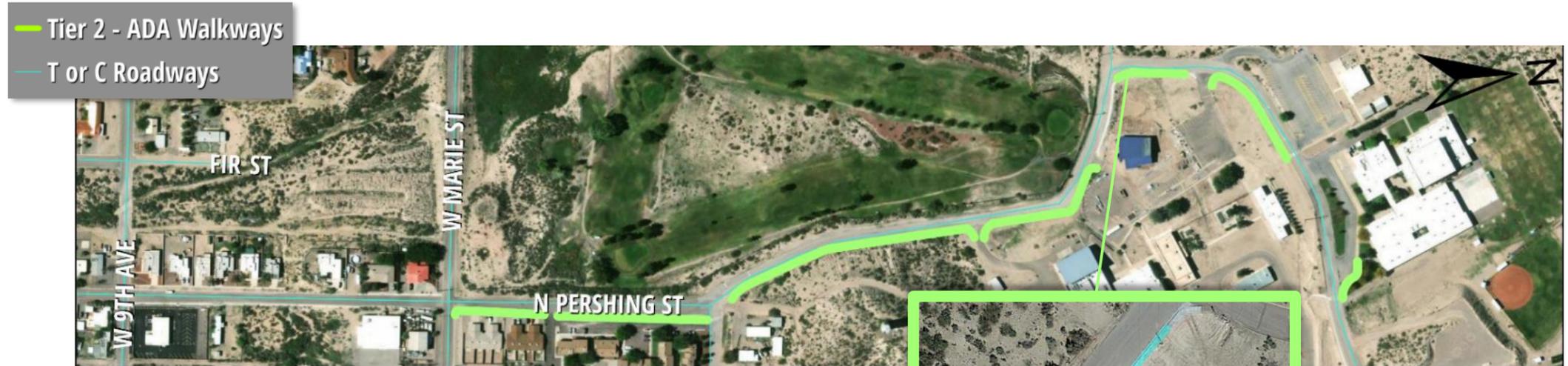


Figure 105: Recommended Tier 2 sidewalks, N. Pershing St.



### PLAN TO MEASURE PROGRESS/SUCCESS

The purpose of the safety countermeasures presented in the T or C Transportation Safety Plan is to address and mitigate the high rate of pedestrian and vehicular fatalities and injuries on New Mexico public roads. On a statewide scale, NMDOT is required to set annual targets for five performance measures:

- Number of Total Fatalities
- Number of Serious Injuries
- Fatalities per 100 million vehicle miles traveled (VMT) or fatality rate
- Serious Injuries per 100 million VMT or serious injury rate
- Number of Non-motorized Fatalities and Serious Injuries

The intent of the T or C Transportation Safety Plan is to help the State of New Mexico meet these safety targets by reducing the following: number of total fatalities, number of serious injuries, fatalities per 100 VMT traveled, serious injuries per 100 million VMT, and the number of non-motorized fatalities and serious injuries on all public roads in New Mexico. The recommended safety countermeasures in T or C are designed to enhance transportation safety by calming traffic, improving pedestrian accessibility, and reducing roadway congestion by increasing awareness of dedicated parking areas. Ensuring vehicle speed limit compliance can reduce the likelihood of a crash and, most importantly, the possibility of a crash resulting in a fatality or serious injury. Moreover, the recommended countermeasures create a safer environment for pedestrians and bicyclists. To measure the progress of transportation safety at the local level, the project team recommends comparing the baseline traffic and crash data collected in this plan to traffic and crash data corresponding to the completion of recommended countermeasures.

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

## CONCLUSION

Table 11: Summary of countermeasures and trade-offs

Countermeasure	Tier	Focus Area 1		Focus Area 2		Focus Area 3		Challenges Addressed					Opinion of Probable Cost*	Considerations and Trade-offs
		Main Ave.	N. Broadway St.	Smith Ave.	Silver St.	New School Rd.	N. Pershing St.	Speed Limit Compliance	Multimodal Safety	Multimodal Accessibility	Traffic Control Device Compliance	ADA Compliance		
Narrow Driving Lanes	1	X	X					X	X				\$18,000/mile	Encourages traffic calming, does not remove available asphalt for larger vehicles
Accessible Parking	2	X	X									X	\$500/space	Coordination between NMDOT and City is necessary since spaces are recommended on city-owned corridors, potential right of way constraints
Sidewalk Maintenance	1	X	X						X	X		X	\$500/sq.ft.	Continuous until a permanent solution is found.
Refresh Pavement Markings and Lane Striping	1	X	X					X	X			X	\$18,000/mile	Enhances visibility of pavement markings, will need future maintenance
Stripe Center Lines and Edge Lines	1		X	X	X	X	X	X	X				\$18,000/mile	May only be marginally effective in achieving traffic calming
Pavement Markings	1					X						X	\$400/markings	Communicates roadway messages, maintains uniform messaging of traffic control devices
Update Signs	1		X	X	X	X	X	X	X			X	\$400/sign	Communicates roadway messages, maintains uniform messaging of traffic control devices
Dynamic Speed Feedback Signs	2			X	X	X	X	X	X				\$10,000/location	Will require power and maintenance, may only be effective for a short period after installation
ADA Accessible Sidewalks	2, 3			X	X	X	X		X	X		X	\$700,000/mile	Some recommendations are subject to school approval, potential right-of-way constraints
R1-6 Gateway Treatments	1	X	X	X		X		X	X				\$2,500/location	May need regular replacement if vehicles damage their structural integrity
Flexible Bollards	2	X											\$5,000	May require excessive maintenance from being hit by vehicles, temporary solution to address access to Downtown from Poplar Street
Traffic Diverters	3		X						X				\$30,000/location	May be an annoyance to roadway users

\*Costs may vary if incorporated into planned roadway improvements or utility work.

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

Table 12: Summary of community initiatives and trade-offs

Community Initiatives	Focus Area 1		Focus Area 2		Focus Area 3		Challenges Addressed					Considerations and Trade-offs
	Main Ave.	N. Broadway St.	Smith Ave.	Silver St.	New School Rd.	N. Pershing St.	Speed Limit Compliance	Multimodal Safety	Multimodal Accessibility	Traffic Control Device Compliance	ADA Compliance	
The Shuttle		X						X	X			Coordination may be necessary, may need additional funding for additional service and transit facilities
Roadway Exchange	X	X										Coordination between City and NMDOT, Business Loop requirements, City will be responsible for maintenance and upkeep
Speed Enforcement	X	X	X	X	X	X	X	X				Coordination with law enforcement is necessary.
Pedestrian Facility Maintenance and Improvements	X	X						X	X		X	May be costly and take time, can enhance the appeal of Downtown T or C, requires regular maintenance and upkeep
Community Gateway Features	X	X					X					Should not impact visibility, will need to accommodate larger vehicles, must comply with NMDOT guidelines

### NEXT STEPS

This Transportation Safety Plan serves as the foundation for the T or C Focus Areas and is intended to assist the community with addressing transportation safety issues, as well as pursue funding opportunities. Potential funding programs for the recommended safety countermeasures are described below:

- Highway Safety Improvement Program (HSIP) – HSIP is a Federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned roads and roads on tribal land.
- Transportation Alternatives Program (TAP) - This federal program provides funding for bicycle and pedestrian infrastructure and activities. Safe Routes to School (SRTS) is eligible under TAP.
- Recreational Trails Program (RTP) – This federal program provides funding to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized uses.
- Congestion Mitigation and Air Quality (CMAQ) Improvement Program - This federal aid program provides funding for projects that aim to improve air quality and reduce congestion.
- Local Government Road Fund (LGRF) – This state funding program is available to New Mexico Tribal and Local Governments for project development, construction, reconstruction, improvement, maintenance or repair of public highways, streets and public school parking lots, acquisition of right-of-way, and in place material for construction or improvement.
- Capital Outlay - This New Mexico legislative initiative is a state funding program that supports projects to build, improve, or equip physical property that the public will use.
- Transportation Project Fund (TPF) – This state funding program supports planning, design, construction, and maintenance of transportation infrastructure on publicly owned facilities specifically non-State-owned and tribal land facilities.
- Community Development Block Grant Programs (CDBG) – The federal funding source supports activities that may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, public services, clearance/acquisition, microenterprise assistance, code enforcement, homeowner assistance, etc.
- Federal Transit Administration (FTA) - Federal funding through the FTA supports projects for rail and bus transit and other transit projects and facilities that utilize highway systems.
- Great Blocks on MainStreet - Great Blocks assists rural New Mexico communities to compete for and secure financing for public placemaking, wayfinding, lighting/signage, gateway features, and street/pedestrian enhancements.