

# County of Curry



## Request for Proposals No. 2021/22-02

### Additions and Renovations to the Historic Curry County Courthouse

**Issue Date:**  
**September 7, 2021**

**Proposal Due:**  
**October 19, 2021**  
**Time: 2:00 p.m.**

**Curry County Administration Office**  
**417 Gidding St., Suite 100**  
**Clovis, NM 88101**  
**Attn: Finance Department/Procurement Office**

**Proposals must be submitted in a sealed envelope  
that is clearly marked  
"RFP No. 2021/22-02  
Do Not Open"**

Curry County Administration

RFP No. 2021/22-02 Additions and Renovations to the Historic Curry County Courthouse Commodity Code #90930

---

The Board of County Commissioners for Curry County, State of New Mexico is requesting competitive sealed proposals for the Additions and Renovations to the Historic Curry County Courthouse.

To be responsive, One (1) original and five (5) identical copies of the proposal and one (1) electronic version on a USB “memory Stick” must be received no later than October 19, 2021 at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

**IMPORTANT:**

**Sealed Proposal** along with RFP number, the offeror’s name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration office (Assistant Finance Director, Troy Hall) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 417 Gidding Street, Suite 100, Curry County Administration, Clovis NM 88101.

**NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE**

Troy Hall  
Assistant Finance Director/ Chief Procurement Officer  
[thall@currycounty.org](mailto:thall@currycounty.org)

## PROPOSAL DOCUMENTS Drawings, Specifications

Copies of Proposal Documents including: Instructions to Bidders, bidding forms, and other contract documents, including plans, project manual, etc. to be used in connection with the submission of proposals may be examined at:

NCA- Architects  
1306 Rio Grande Blvd. NW  
Albuquerque, NM 87104  
(505) 255-6400  
(505) 268-6954 (fax)

Dodge Reports  
1615 University Blvd. NE  
Albuquerque, NM 87102  
(505) 243-2817  
(505) 842-0231 (fax)

Builder's News and Plan Room  
3435 Princeton Dr. NE  
Albuquerque, NM 87107  
(505) 884-1752  
(505) 883-1627 (fax)

F.W. Dodge Reports  
7500 Viscount Blvd., #106  
El Paso, TX 79925  
(915) 778-5097  
(915) 775-4641

Construction Reporter  
1609 Second Street NW  
Albuquerque, NM 87102  
(505) 243-9793

Bona fide general contract bidders may secure copies of the proposed Contract Documents from Albuquerque Reprographics, Inc.: (505) 884-0862

1. Copies of the Specifications and Construction Documents can be obtained upon payment of a \$150/set deposit, made out to Curry County, completely refundable if returned to Albuquerque Reprographics, postpaid, in satisfactory condition including all addenda within (10) calendar days after bid opening
2. No partial sets will be issued
3. Electronic copies may also be obtained from Albuquerque Reprographics for a non-refundable fee

Price Proposals shall be presented in the form of a total Base Proposal under a Lump Sum Contract. A proposal must be submitted on all proposal items, allowances and alternates; segregated proposals will not be accepted.

**NOTE:** Per 13-1-108 NMSA 2018 of the NM Procurement Code, your Proposal price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by **County**

In submitting a proposal to this request, each Offeror must satisfy all terms and conditions of the Proposal Documents. Wages will be paid in accordance with the State of New Mexico Public Works Statues regarding Wage Rates. The Wage Decision number for this project is CU-21-1273-B. A Wage Rate Schedule is enclosed with this RFP. Contractors and subcontractors shall submit certified weekly payrolls to the County Public Services Director (BI-Weekly) If the price proposal amount of the contractor or any subcontractor exceeds \$50,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the NM Department of Workforce Solutions.

Potential Offeror's must return the **Mandatory "Notice to Owner of Intent to Propose" Form, in order to submit a proposal for the Project.** This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This requirement is to ensure your organization is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries. This mandatory form must be received by Curry County no later than 5:00 pm on September 22, 2021

Proposal Security is required in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **5%** of the total price proposal and must accompany each price proposal in accordance with the Instructions to Offerors.

A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico shall be required from the successful Offeror prior to award of contract.

A completed Subcontractor Listing Form, pursuant to 13-4-31 through 13-4-42 NMSA 2018 must accompany each proposal. Subcontractor listing form must comply with the subcontractor's fair practices act (13-4-31 to 13-4-42, NMSA 2018).

Each subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract (to the Contractor) for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

The Proposal Documents contain a timeline for completion of the work and imposes liquidated damages against the selected Contractor for failure to complete the work within the time period stated in the Contract.

No Offeror may withdraw his proposal for a period of **90 days** after the actual date of the opening thereof.

The Owner intends to award this Project to the highest scoring Offeror in accordance with this Request for Proposal. The Owner reserves the right to reject any and all proposals, to waive technical irregularities, and to award the contract to the Offeror whose proposal it deems to be in the best interest of the Owner.

A **Mandatory Pre-Proposal Meeting** is scheduled for September 21, 2021 at 1:30 pm. Pre-proposal meeting is mandatory for the General Contractors. Subcontractors are encouraged to attend but are not required. The Pre-proposal meeting will be held at:

LOCATION: Curry County Commission Chambers  
417 Gidding Street  
Clovis, New Mexico, 88101

**MANDATORY “NOTICE TO OWNER OF INTENT TO PROPOSE”  
RFP #: 2021/22-02**

By this “Mandatory Notice to Owner of Intent to Submit a Proposal” the undersigned agrees that he/she has received a complete copy of all Proposal documents. Proposals will only be accepted from those Offerors who sign and return Appendix A. Only potential Offerors who elect to return this form completed with the intention of submitting to Owner a proposal will receive copies of all Offeror written questions and the Owner’s written responses to those questions, as well as any RFP amendments that may be issued.

**All other responses will be rejected as non-responsive.**

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, [thall@currycounty.org](mailto:thall@currycounty.org), Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on:

**September 22, 2021**

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

(Printed Name & Title)

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

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

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person authorized to sign for Firm

---

**ALTERNATE CONTACT PERSON/INFORMATION: \*This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.**

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

Telephone: \_\_\_\_\_ E-Mail Address of Alternate Contact: \_\_\_\_\_

---

**PLACE AN ‘X’ ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:**

\_\_\_\_\_ Firm DOES INTEND to respond to this RFP

\_\_\_\_\_ Firm DOES NOT INTEND to respond to this RFP

## INTRODUCTION

### PURPOSE OF THIS REQUEST FOR PROPOSALS

Pursuant to the NM Procurement Code governing the competitive sealed proposal process for construction, more specifically 13-1-111, NMSA 2018, Curry County has made a written determination that the use of competitive sealed bidding method is not advantageous to ensure that the project described herein is delivered in a quality manner, and within time and budget constraints. Therefore, it is hereby determined that soliciting competitively sealed proposals for additions and renovations of the “**Historic Curry County Courthouse**”, is the most effective means to ensure meeting the criteria described herein. Taking into consideration certain contractor qualifications and performance factors that add value to a procurement contract, such as, but not limited to, contractor past performance, technical expertise and experience, management capabilities and resources and project plan. These criteria will be considered in addition to lump sum price to perform the scope of work, in accordance with the terms, conditions, and requirements stated herein. All potential Offerors are encouraged to read this Request for Proposals carefully, especially **mandatory requirements**.

This is a qualifications-based selection with cost as consideration. The Offeror is required to provide the qualifications, cost and other documents as requested in this RFP. The Price Proposal will be separated from the Technical Proposal. The Evaluation Committee will consider and rate all Offerors' Technical Proposal prior to opening and evaluating the Price Proposal.

### SCOPE OF SERVICES

The General Contractor selected shall perform the work as described in this solicitation and according to Drawings and Specifications prepared by NCA – Architects. A summary of services the General Contractor shall perform to complete the Project, include, but are not limited to, the following:

- a. Planning, supervision and timely completion of the Project
- b. Prepare, monitor, and maintain the established Project schedule including scheduling and phasing the Work to allow for continuous operation of the existing Court facilities
- c. Material procurement, delivery, and storage
- d. Submittals and Project documentation
- e. Manage construction labor and materials
- f. Coordinate with Owner direct labor, subcontractors, and Owner furnished equipment suppliers, if applicable
- g. Manage site access, safety, security, and quality control
- h. Manage testing and inspections
- i. Coordination of all utility inspections
- j. Project close-out and inspection

The project includes minimal site improvements, a 3,026 square foot building addition and 16,567 square foot renovations of the existing basement and first level. The structural system consists of concrete footings, concrete slab on grade, steel columns, steel beams and steel roof joists. Interior finishes include paint, terrazzo floor tile, acoustical ceilings and tiling. Exterior materials shall include brick, stucco and insulated store front/curtail wall. The roof is a TPO membrane roof system. The HVAC system is a Variable Refrigerant Flow (VRF) system. Lighting fixtures are LED.

Original terrazzo flooring repair may be required in the courthouse building. The repairs may include required prep work for refinishing flooring, cleaning adhesive glue off of terrazzo flooring and filling screw holes and other damage caused by installation of partitions.

**Hazardous Materials:** It is expected that hazardous materials will be encountered in the work. The general contractor shall hire an asbestos removal company for asbestos material removal per the report that is part of the project manual. Reference Section 00-6700

The General Contractor shall build a full size reasonable facsimile mock-up of the Judges bench. The mock-up shall be constructed of sturdy material that will allow the Judge to sit and view the courtroom to assure the bench design will allow for courtroom views acceptable to the Judge. The mock-up shall be built on the final platform that will include elevation changes at bench. A pre-construction meeting will be conducted prior to the construction of the mock-up.

## INSTRUCTIONS TO BIDDERS

### DEFINITIONS AND TERMS

1. Terms used in these Solicitation Documents which are defined in the Instructions to Offerors and in the Conditions of the Contract for Construction (General, Supplementary, and Other Conditions) have the meanings assigned to them in those documents.
  - a. **“Addendum”** shall mean a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the solicitation documents Plural: Addenda
  - b. **“Alternate Proposal”**: Amount stated in the Proposal as the sum to be added from the amount of the Base Proposal if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.
  - c. **“Award of Contract”** shall mean a formal written notice by Curry County that a licensed Contractor has been selected to enter into negotiations for a contract for construction services.
  - d. **“Base Proposal”**: Amount stated in the Proposal as the sum for which the Offeror offers to perform the work, excluding alternate Proposals.
  - e. **“Contract”** means an agreement between Curry County and a New Mexico licensed contractor for the work covered by this RFP.
  - f. **“Contractor”** means successful Offeror awarded the contract that holds a current State of New Mexico general contractor license designation of GB-98.

- g. **“Design Professional”** means architect/engineer.
- h. **“Determination”** means the written documentation of a decision of the County and/or the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- i. **“Proposal Documents”** means Instructions to Bidders, bidding forms, and other contract documents, including plans, project manual etc.
- j. **“Entity”** means Curry County for the purposes of Section 13-1-67, 13-1-99, para. J and 13-1-111, NMSA 2018; Evaluation Criteria; and is the entity requesting proposals.
- k. **“Offeror” or “Proposer”** is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.
- l. **“Owner”** is Curry County
- m. **“Proposal”** means the offeror’s response to this RFP submitted on the prescribed forms setting forth the prices for the work to be performed in conformance with the Proposal Documents.
- n. **“Proposal Form”** means a form which shall include space in which the proposal price shall be inserted and which the Offeror shall sign and submit along with all other necessary submissions. An Offeror may submit a reasonable facsimile of the Proposal Form. Oral, telephonic, and telegraphic proposals are invalid and will not be considered.
- o. **“Proposal Lot”**: A major item of work for which a separate quotation or proposal is requested.
- p. **“Request for Proposals” or “RFP”** means all documents, attached or incorporated by reference, used for soliciting proposals, with price as a consideration.
- q. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.
- r. **“Responsive Offer” or “Responsive Proposal”** means an offer or proposal, which conforms in all material, respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.
- s. **“Solicitation Documents”** means the Request for Proposal Requirements and the Contract Documents, which consist of the Project Manual and the Drawings.



- t. **"Successful Offeror"** means the selected Responsible Offeror to whom the Owner, on the basis of the Owner's evaluation, makes an award. A Successful Offeror does not become the contractor until an agreement with the Owner is signed.
- u. **"User"** means the County staff occupying the facility or facilities, for which a project is being designed.
- v. **"User Contact"** is the person designated by the County to speak on behalf of the staff concerning the scope of work and programming requirements for the project.
- w. The terms **"must," "shall," "will," "is required,"** or **"are required"** identify a *necessary* item or factor. Failure to comply *with such* an item or factor *may* result in the rejection of the Offerors proposal.
- x. The terms **"can," "may," "should," "preferably,"** or **"prefers"** identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor *may* result in the rejection of the Offeror's proposal. *Rejection of the proposal will be subject to review by the County.*

## 2. EXAMINATION OF PROPOSAL DOCUMENTS AND SITE

1. Before submitting a Proposal, each Offeror must:
  - A. Examine the Proposal Documents thoroughly;
  - B. Visit the site to familiarize himself/herself with local conditions that may in any manner affects cost, progress, or performance;
  - C. Familiarize himself/herself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and
  - D. Study and carefully correlate the Offeror's observations with the Proposal Documents.
2. On request, the County will provide each Offeror access to the site to conduct such investigations and tests as each Offeror deems necessary for submission of his Proposal.
3. The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Proposal Documents.
4. The submission of a Proposal will constitute an incontrovertible representation by the Offeror that he/she has complied with every requirement of this Section and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

### **3. PROPOSAL DOCUMENTS**

#### **1. COPIES OF PROPOSAL DOCUMENTS**

**3.1.1.** Complete sets of Bidding Documents shall be used in preparing proposals; neither the Owner nor the Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents

**3.1.2.** The Owner and the Architect/Engineer, in making copies of Proposal Documents available on the above terms, do so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant for any other use.

#### **2. SUBSTITUTE MATERIAL AND EQUIPMENT**

**3.2.1.** The contract, if awarded, will be on the basis of material and equipment equal to products designated in the drawings or described in the specifications. For purposes of submitting a price proposal, product prior approval is not required unless specifically requested under the section where specified. All products used must meet or exceed that specified in the specifications and construction documents. Any and all substitutions must be submitted for shop drawing review by the Architect/Engineer prior to construction as required by Section 01631 – Substitutions.

#### **3. ADDENDA**

**3.3.1.** Addenda will be delivered to all who attend the mandatory pre-proposal conference and signed in with name, company name, email address, phone number and returned the mandatory Notice to Owner of Intent to Propose form.

**3.3.2.** Copies of addenda will be made available for inspection wherever proposal documents are on file for that purpose

**3.3.3.** Addenda will be issued no later than four days prior to the date for receipt of bids, except an addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of proposals.

### **4. PROPOSAL PROCEDURES**

#### **4.1.1. FORM AND STYLE OF BIDS**

**4.1.1.1. NUMBER OF RESPONSES** – Offeror's may submit only one (1) proposal package for the this project.

The proposal package shall consist of the sealed Technical Proposal and the sealed Price Proposal envelopes. The Technical Proposal envelope and the Price Proposal envelope shall also be clearly identifiable on the outside with "RFP #2021/21-02 – DO NOT OPEN". Offeror shall also list its name, address and contact person with a phone number.

**4.1.1.2. NUMBER OF COPIES** – One (1) original and five (5) copies of the proposal and appendices shall be provided. The signed original copy shall be identified as the original on the cover(s) and marked. All copies shall be provided in loose-leaf binders. Bound copies will not be accepted. Each copy shall identify the copy #

**4.1.1.3. PROPOSAL FORMAT** – All proposals must be typewritten on standard 8 ½ x 11 paper. The Proposal must be limited in format and length. All fold-out sheets, up to a maximum of 11"X17" sheets will be counted as two (2) pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of 50 pages (printed face sheets) of text and/or

- graphic material, excluding all required forms. The font shall be no smaller than (11) point.
- 4.1.1.4. A Separate envelope sealed and securely attached to the package of the bound copies shall contain a USB “memory stick” electronic storage drive containing a single PDF format bookmarked to match the print volumes. The USB drive shall contain no other files. The wrapped package and envelope containing the USB drive shall clearly read “RFP#2020/21-02 – DO NOT OPEN”.
  - 4.1.1.5. All proposals shall be organized in accordance with the evaluation criteria with each section tabbed and separated.
  - 4.1.1.6. Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing straightforward CONSIDERABLE description of the offeror’s ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the County’s needs.
  - 4.1.1.7. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
  - 4.1.1.8. All forms shall be identical to the form included in the Proposal Documents
  - 4.1.1.9. All blanks on the proposal forms shall be filled in by typewriter or manually in ink.
  - 4.1.1.10. Where so indicated by the makeup of the proposal form, sums shall be expressed in both words and figures. In case of discrepancy between the two, the amount written in words shall govern.
  - 4.1.1.11. Any interlineation, alteration, or erasure must be initialed by the signer of the bid.
  - 4.1.1.12. Each copy of the proposal shall include the complete name of the Offeror and a statement that the offeror is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the offeror to the Contract. A proposal by a corporation shall further give the State of Incorporation and include the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The proposal shall include the current contractor’s license number and type, and the current Contractor’s preference number. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent’s authority to bind the offeror.
  - 4.1.1.13. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Form)
  - 4.1.1.14. The address to which communications regarding the proposal are to be directed must be shown.
  - 4.1.1.15. The project name and number shall be clearly shown on the outside of the package in which the proposal is submitted.

## 5. PROJECT CONTACTS

Any questions regarding this Request for Proposals must be submitted to the Assistant Finance Director/Chief Procurement Officer listed below. The County will only consider

questions submitted in writing by Offerors regarding the RFP, including requests for clarification and request to correct errors.

Written questions/requests must be submitted no later than 2:00 PM (Mountain Daylight Time) on October 12, 2021 and must include the requestor's name, mailing address, email address, telephone and firm he/she represents.

Only written questions/requests that are sent to the below email address will be considered. Oral questions/request will not be considered. Written oral questions/requests submitted to any other Department or contract will not be considered.

Troy Hall  
Curry County Assistant Finance Director/Chief Procurement Officer  
417 Gidding St. Suite 100  
Clovis, NM 88101  
Email: [thall@currycounty.org](mailto:thall@currycounty.org)

**6. BID SECURITY**

Each offeror shall submit a certified check or a satisfactory bid bond provided by a surety company authorized to do business in the State of New Mexico in an amount equal to (5%) five percent of the total amount of the bid, with each bid proposal. The security is required as outlined in Section 13-1-146 NMSA 2018.

**7. PERFORMANCE BOND**

This (performance bond) shall be required on any contract awarded in excess of (\$25,000) twenty-five thousand dollars. The successful bidder shall supply the County with a performance bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of 100% of the total bid prices. This bond is required as outlined in Section 13-4-18 (A)(1) of NMSA 2018.

**8. PAYMENT BOND**

This (payment bond) shall be required on any contract awarded in excess of (\$25,000) twenty-five thousand dollars. The successful offeror shall supply the County with a payment bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of 100% of the total bid price. This bond is for the protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided in the contract and is required as outlined in Section 13-4-18 (A)(1) of NMSA 2018.

**9. PRE-PROPOSAL CONFERENCE AND WALKTHROUGH**

---

**A Mandatory Pre-Proposal Meeting will be held.** The Mandatory Pre-Proposal Meeting will be held September 21, 2021 at 1:30 pm at the Commission Chambers at 417 Gidding. The purpose of a Pre-Proposal meeting is to review the RFP documents, including the Scope of Work, Response Format, Schedule, and Price Proposal requirements. **Attendance at the Pre-Proposal meeting is mandatory for General Contractors.** Subcontractors are encouraged to attend but are not required. It is highly suggested that appropriate Offeror staff attend to better understand the RFP for Construction process and the Owner's expectations. A site visit will be conducted following the Pre-Proposal Meeting.

#### 10. NEW MEXICO RESIDENT PREFERENCE & RESIDENT VETERAN PREFERENCE

Any in-state resident or resident veteran preference will be given to all resident New Mexico Businesses that have been issued certification by the State of New Mexico. To qualify for the preference, the bidder must list a valid resident business number and shall submit a copy of the certificate with the bid. Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 2018 a resident business possessing a valid resident business certificate shall receive 5% (5 percent). A resident veteran shall receive 10% (10 percent). A maximum of ten points shall be awarded to businesses holding certificates. If you have a question regarding a Resident Business or Resident Veteran Business Certification, or wish to be given a number, you may contact the New Mexico State Department of Taxation and Revenue at 505-827-0951. This number is valuable to have as it allows the County to consider your proposal at five to ten percent less than the amount submitted, and could mean a difference in award. Please note that this number is NOT your State CRS Number or Business Tax Identification Number (BTIN). In addition, **any preference numbers issued by the NM State Purchasing Office were valid only through December 31, 2011 and must be re-issued through the Taxation and Revenue Department.**

#### 11. Material Escalation

To minimize material price increases during construction, the Contractor shall purchase materials and equipment as soon as possible while still following the submittal procedures outlined in the project manual. The Contractor shall work with their suppliers and subcontractors to lock in bid prices. In the event of a product cost increase, each escalation request must be timely submitted for review to the County Public Services Director on an individual basis. This measure is not intended to allow any increase in profit margin and is solely intended to allow compensation for actual cost increases directly related to bid items.

To facilitate prompt consideration, any request for price increase must include all of the following information:

- Contract Item Number
- Current Item Price
- Proposed New Price
- Percentage of Increase
- Mill/Supplier notification of price increase indicating percentage of increase including justification for increase.

The Curry County Public Services Director upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the

---

Board of County Commissioners. The final determination on the approval or disapproval of the escalation request will be made by the Curry County Board of County Commissioners.

## 12. SUBCONTRACTORS

The listing threshold for subcontractors for this project is \$35,227.80 and shall be submitted in compliance with 13-4-32 thru 13-4-43 NMSA 2018. There shall be only one subcontractor listed for each classification. If subcontractors change according to proposal options/additive alternates accepted than list the subcontractors and the bid lots where they are to be used.

The County reserves the right to disqualify subcontractors and suppliers in accordance with the conditions of this RFP and this Contract. The offeror agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and or persons either directly or indirectly employed by them, as the offeror is for the acts and omissions of persons directly employed by the offeror. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and Curry County.

The offeror may be required to establish the reliability and responsibility of the proposed subcontracts or of any manufacturer to furnish and perform the work in accordance with the contract documents and completion schedule, and may also be required to require performance and payment bonds of some or all subcontractors in conformance with section 13-4-37 NMSA 2018.

The offeror shall list the Subcontractors he/she proposes to use for all trades or items on the Subcontractor Listing Form attached to the Proposal Documents. Pursuant to Chapter 18, Laws of 1988, 2nd Session; as follows:

### **“AN ACT**

**RELATING TO CONSTRUCTION INDUSTRIES; ENACTING THE SUBCONTRACTOR FAIR PRACTICES ACT.**

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

#### **13-4-31**

##### **SHORT TITLE**

Section 1 through 12 of this Act may be cited as the "Subcontractors Fair Practices Act".

#### **13-4-32**

##### **LEGISLATIVE FINDINGS**

The legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration and repair of public works projects often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among Contractors and Subcontractors and lead to insolvencies and loss of wages to employees.

#### **13-4-33**

##### **DEFINITIONS**

As used in the Subcontractors Fair Practices Act:

- A. "contractor" means the prime contractor on a public works construction project who contracts directly with the using agency;
- B. "subcontractor" means a contractor who contracts directly with the contractor;
- C. "listing threshold" means the dollar amount, stipulated in the bidding documents, above which subcontractors must be listed;
- D. "notice" means information, advice or a written warning intended to apprise a contractor, subcontractor or using agency of some proceeding in which the contractor's, subcontractor's or using agency's interests are involved or to inform him of some fact that is his right to know. Notice may be sent to a contractor, subcontractor or using agency by certified or registered mail and shall be deemed to be completed upon date of mailing; and
- E. "using agency" means any state agency or local public body requiring services or construction.
- (F.) (added for clarity from 13-4-13.1)** "listed subcontractor" means a subcontractor who is currently registered with the labor and industrial commission.

**13-4-34**

**LISTING OF SUBCONTRACTORS; REQUIREMENTS**

A. Any using agency taking bids for any public works construction project shall provide in the bidding documents prepared for that project a listing threshold which shall be five thousand dollars (\$5,000) or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater. If the bidding documents do not include a listing threshold, then the using agency shall supply the listing threshold. If the listing threshold has not been included, the bid opening shall be postponed until the using agency has complied with this section. Any contractor or subcontractor interested in bidding may apply to the district court in the county in which the project will be located for an injunction preventing the bid opening until the using agency has complied with this section. Any person submitting a bid shall in his bid set forth:

- (1) The name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and
  - (2) The category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid.
- B. A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency.

**C.** This section does not apply to second tier subcontractors, material suppliers or subcontractors whose contract is less than the greater of the listing threshold as indicated in Subsection A of this section.

**13-4-35**

**EXEMPTION**

With the exclusion of that portion of work covering street lighting and traffic signals, the Subcontractors Fair Practices Act shall not apply to contracts for the construction, improvement or repair of streets or highways, including bridges, underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines.

**13-4-35.1**

**APPLICATION OF ACT**

The Subcontractors Fair Practices Act shall not apply to any transaction occurring after the contractor and the listed subcontractor have executed a subcontract unless subsequent action on the subcontract relates to subcontractor listing requirements.

**13-4-36**

**SUBSTITUTION OF SUBCONTRACTOR**

**A.** No Contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the using agency shall consent to the substitution of another person as a subcontractor:

- (1) when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project involved and the terms of such subcontractor's written bid, is presented to him by the Contractor;
- (2) when the subcontractor listed in the original bid becomes bankrupt or insolvent prior to execution of a subcontract;
- (3) when the using agency refuses to approve the subcontractor listed in the original bid, provided such approval has been reserved in the bidding documents;
- (4) when the subcontractor listed in the original bid fails or refuses to perform his subcontract;
- (5) when the contractor demonstrates to the using agency or its duly authorized officer that the name of the subcontractor was listed as the result of an inadvertent clerical error;
- (6) when a bid alternate accepted by the using agency causes the listed subcontractor's bid not to be low;
- (7) when the contractor can substantiate to the using agency that a listed subcontractor's bid is incomplete;
- (8) when the listed subcontractor fails or refuses to meet the bond requirements of the contractor; and,
- (9) when it is determined that the listed subcontractor does not have a proper license to perform the work and the contractor has submitted the name of the subcontractor along with proof that the



subcontractor bid work for which he was not licensed by the Construction Industries Division of the Regulation and Licensing Department.

**(10)** when it determined by the using agency, the prime contractor or the director of the labor and industrial division of the labor department that a listed subcontractor is not a registered subcontractor on the date bids are unconditionally accepted for consideration.

**B.** Prior to approval of the contractor's request for substitution of a subcontractor, the using agency shall give notice in writing to the listed subcontractor of the contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five (5) working days within which to submit written objections to the substitution to the using agency. Failure to file written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the using agency shall give at least five (5) working days' notice in writing to the listed subcontractor of a hearing by the using agency on the contractor's request for substitution.

**C.** No contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the using agency.

**D.** No contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a subcontractor unless:

**(1)** the contractor fails to receive a bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall designate on the listing form that no bid was received; or

**(2)** the contractor fails to receive more than one bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall state on the listing form that only one subcontractor's bid was received, together with the name of the subcontractor. This designation shall not occur more than one time on the subcontractor list.

#### **13-4-37 BOND REQUIREMENTS**

**A.** It is the responsibility of each subcontractor submitting a bid to a contractor to be prepared to submit a faithful performance and payment bond if so requested by the contractor.

**B.** In the event any subcontractor submitting a bid to a contractor does not, upon the request of the contractor and at the expense of the

contractor at the established charge or premium therefore, furnish to the contractor a bond issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code (59A-1-1 to 59A-1-18, NMSA 2018) and listed in the United States treasury department circular 570 wherein the contractor is named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the contractor may reject the bid and make a substitution of another subcontractor subject to the provisions of Section 13-4-36, NMSA 2018. Such bond may be required at the expense of the subcontractor only if the contractor in his written or published request for subcontract bids:

- (1) Specifies that the expense for the bond shall be borne by the subcontractor; and
- (2) Clearly specifies the amount and requirements of the bond.

**13-4-38. FAILURE TO SPECIFY SUBCONTRACTOR**

If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act, the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 2018.

**13-4-39. INADVERTENT CLERICAL ERROR**

**A.** The contractor, as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor, shall within four (4) working days after the time of the prime bid opening by the using agency, give written notice to the using agency and to both the subcontractor he claims to have listed in error and the subcontractor who had bid to the contractor prior to bid opening.

**B.** Any listed subcontractor who has been notified by the contractor in accordance with the provisions of this section as to an inadvertent clerical error shall be allowed twelve working days from the time of the prime bid opening within which to submit to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file written notice within the twelve working days shall be primary evidence of his agreement that an inadvertent clerical error was made.

**C.** The using agency shall, in the absence of an objection to the contrary by the listed subcontractor in the original bid, consent to the substitution of the intended subcontractor if:

(1) the contractor, the listed subcontractor listed in error and the intended subcontractor each submit an affidavit to the using agency, along with such additional evidence as the parties may wish to submit, that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within twelve working days from the time of the prime bid opening;

or  
(2) affidavits are filed by both the contractor and the intended subcontractor within the specified time but the subcontractor whom the contractor claims to have listed in error does not submit, within twelve working days from the time of prime bid opening, to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error as provided in this section.

D. If affidavits are filed by both the contractor and the intended subcontractor but the listed subcontractor has, within twelve working days from the time of the prime bid opening, submitted to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error, the using agency shall investigate the claims of the parties and hold a hearing to determine the validity of the claims, within thirty days after the receipt of the contractor's written objection. Any determination made shall be based on facts contained in the affidavits submitted by all three parties and supported by testimony under oath and subject to cross-examination. The using agency may, on its motion or that of any other party, admit testimony of other contractors, any bid registries or depositories or any other party in possession of facts that may have a bearing on the decision of the using agency.

#### **13-4-40. EMERGENCY SUBCONTRACTING**

Subcontracting any portion of the work in excess of the listing threshold as to which no subcontractor was designated in the original bid shall be permitted only in the case of public emergency or necessity as determined by County and then only upon a written finding by the using agency setting forth the facts constituting the emergency or necessity.

#### **13-4-41. PENALTIES**

A. When a contractor violates any provision of the Subcontractors Fair Practices Act except Section 13-4-34 NMSA 2018, the using agency shall:

(1) in the case of a contractor who substitutes another subcontractor in violation of Section 13-4-36 NMSA 2018, for the subcontractor originally included in the bid, assess the contractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor or the difference between

the amount bid by the listed subcontractor and the amount bid by the substituted subcontractor;

**(2)** in the case of a contractor substituting a listed subcontractor for another subcontractor, and the substituted subcontractor knowingly participated in a violation of Section 13-4-36 NMSA 2018, assess the substituted subcontractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor and the difference between the amount bid by the listed subcontractor and the substituted subcontractor; or

**(3)** in the case of a contractor who fails to list a subcontractor in excess of the listing threshold as defined in Section 13-4-38 NMSA 2018, assess the contractor a penalty of eight percent of the amount of the subcontract issued for the first violation and thirty percent of the amount of the subcontract issued for any violation thereafter, on any one project.

**B.** Penalties assessed pursuant to the provisions of this section shall be deposited into the fund from which the contract was awarded.

**C.** In a proceeding under this section, the contractor shall be entitled to a hearing after notice.

**D.** A violation of the provisions of the Subcontractors Fair Practices Act constitutes grounds for disciplinary action against a contractor or a subcontractor, pursuant to regulations of the construction industries division of the regulation and licensing department.

**E.** A contractor or a subcontractor who attempts to circumvent the provisions of the Subcontractors Fair Practices Act shall be subject to the penalties established pursuant to this section.

**F.** Any listed subcontractor removed in violation of the Subcontractors Fair Practices Act may bring an action in the district court for damages, injunctive or other relief.

**13-4-42. COVERAGE OF HOME RULE MUNICIPALITIES**

Any home rule municipality or H class county chartered under the provisions of Article 10, Section 6 of the constitution of New Mexico is expressly denied authority to legislate regulation of the subject matter covered in the Subcontractors Fair Practices Act that conflicts with the provisions of that act.

**13-4-43. DISPUTE RESOLUTION**

Once the using agency has determined the existence of a valid claim under the provisions of the Subcontractors Fair Practices Act, the using agency or agent of the using agency may:

**A.** Hold a public hearing for the purpose of providing an informal resolution of the dispute by preparing a "form of dispute" which shall be available to all parties. The form shall state concisely, in numbered paragraphs, the matter at issue or dispute which the complainant expects to be determined. The agent or the using agency shall evaluate the

issues presented by both sides of the dispute and render a decision within ten days after the hearing, and provide the parties with a written copy of the decision by certified mail, return receipt requested; or

B. Refer the matter in dispute to be resolved through arbitration.”

### **END OF SUBCONTRACTORS FAIR PRACTICE ACT**

## **13. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Offeror must complete and sign the Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Curry are Commissioners James Ridling, Robert Sandoval, Chet Spear, Robert Thornton and Seth Martin; Treasurer Kendall Kempf, Assessor Candace Morrison, Clerk Anastasia Hogland, Sheriff Wesley Waller, or Probate Judge Mark Lansford.

## **14. SELECTION PROCESS**

### **1. RECEIPT, OPENING AND RECORDING**

- 14.1.1.** Proposals received on time will be opened publicly or in the presence of one or more witnesses and the name of the Offeror and address will be read aloud. Late proposals will not be accepted. It is the Offeror’s responsibility to ensure that proposals arrive by October 19, 2021 at 2:00 pm. Proposals may be delivered early to avoid any possible delay of submission.
- 14.1.2.** The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 2018). The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process (§13-1-116 NMSA 2018).
- 14.1.3.** County staff will time-stamp proposals at the County offices receptionist desk. A public log will be kept of the names and submittal times of all offerors who submitted proposal. Proposals received after the deadline are non-responsive and will remain unopened.

### **2. PROPOSAL EVALUATION**

- 14.2.1.** Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of services required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
  - 14.2.1.1.** Acceptable,
  - 14.2.1.2.** Potentially acceptable, that is, reasonably assured of being made acceptable, or

---

**14.2.1.3.** Unacceptable (Offerors who proposals are unacceptable shall be notified promptly).

**14.2.2.** Technical Proposal - The Owner Evaluation Committee shall consist of a minimum of three (3) persons appointed by the County. The team shall collectively possess expertise in the technical requirements of the project, construction design and contracting. The County may use independent consultants or agents to support source selection teams, provided appropriate precautions are taken to avoid potential conflicts of interest.

When the Evaluation Committee scores the Technical Proposal, Volume 1, they shall consider ONLY the evaluation factors stated in the RFP.

The Evaluation Committee may consider any relevant information or data, from any reliable source, relating to the RFP evaluation factors and the Offeror's ability to successfully perform the project. Such information may be obtained from the Offeror, prior customers of the Offeror, commercial and public databases or other reliable sources. The County shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the quality or quantity of the services. (§ 13-1-132 NMSA 2018).

**14.2.3.** Price Proposal – Shall be initially evaluated to ensure that the price(s) offered is responsive to the RFP documents, requirements and instructions and is realistic in respect to the project plans and specifications.

Price Proposals shall be evaluated on the basis of the numerical weight assigned below and scored in accordance with the following process to permit the scoring of competing Offeror's price proposals in relation to one another: The Offeror with the lowest price shall receive the maximum price score, i.e., the maximum numerical weight assigned to the price below.

The price score of each other Offeror shall be determined by applying the following mathematical formula: price of lowest Offeror divided by the price for this Offeror multiplied by the maximum price score:

$$\frac{\text{Price of lowest Offeror}}{\text{Price of this Offeror}} \times \text{maximum price score} = \text{price score of this Offeror}$$

**14.2.4.** Interview with Finalist(s) - If final interview(s) are to be held for those proposals selected for interview, notices to finalists will include the interview date and time. Interview are held at the offices of the County. The interview location may be changed at the discretion of the County.

**14.2.5.** If an Offeror who otherwise would have been awarded a contract is found not to be a responsible offeror; a Determination that the offeror is not a responsible offeror, setting forth the basis of the finding, shall be prepared by the Chief Procurement Officer. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to

responsibility is grounds for a determination that the Offeror is not a responsible offeror (§ 13-1-133 NMSA 2018).

### **3. NOTICE OF AWARD AND CONTRACT NEGOTIATIONS**

- 14.3.1.** The County will notify Offerors and Finalist(s) in writing of the final award. This notice will include the interview rankings of firms and the final combined rankings for the project award. At this time, all proposals that were submitted are open for public inspection after the award, except for the material which has previously been noted and deemed as proprietary or confidential.
- 14.3.2.** The County reserves the right to enter into negotiations with the successful Offeror per NMSA 13-1-115 (2018) and will begin contract negotiations after the notice of intent to award the contract to contractor is issued. If contract negotiations are not agreed upon and finalized within a reasonable period of time, the County will conclude negotiations with the selected firm and begin negotiations with the next ranked firm based on final ranking.

## **15. POST-AWARD INFORMATION**

### **1. SUBMITTALS TO COUNTY/ARCHITECT/ENGINEER**

Within five (5) days after Notice of Award, the required bonds and certificates of insurance shall be submitted.

### **2. EXECUTION AND APPROVAL OF CONTRACT**

- 15.2.1.** The Contract shall be signed by the successful proposer and returned, together all required bonds and certificates of Insurance, within five (5) calendar days of the date of Notice of Award. No contract shall be effective until it has been fully executed by all of the parties thereto.

### **3. NOTICE TO PROCEED**

- 15.3.1.** The County will issue a written Notice to Proceed to the Offeror stipulating the date from which Contract time will be charged and the date contract time is to expire, subject to valid modifications of the Contract authorized by Change Order.

### **4. FAILURE TO EXECUTE CONTRACT**

- 15.4.1.** Failure to return the signed Contract with acceptable contract bonds and certificates of insurance within five (5) calendar days after the date of the Notice of Award shall be cause for cancellation of the award and the forfeiture of the Bid Security, which shall become the property of the County, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the County may decide.

## **5. CONSTRUCTION TIME**

- 15.5.1.** The Contract will include a stipulation that Substantial Completion is to be completed on or before fourteen (14) months after receipt of Notice to Proceed.

## **6. LIQUIDATED DAMAGES**

- 15.6.1.** The Contract will include a binding statement that calculating the County's actual damages for late completion of the project would be impractical, unduly, burdensome, and would cause unnecessary delay. As liquidated damages and not as a penalty, the selected Contractor shall stipulate that the amount of daily liquidated damages of five hundred (\$500) dollars per day will be imposed against the offeror and deducted from the contract price up to and including the date of County's acceptance of the completed project until fully certified by the Architect as being substantially complete as that stage of completion is defined in the conditions of the contract. Contractor shall be responsible for maintaining the schedule for the work as presented to the County. The Board of County Commissioners may, but are not required to grant an extension of the time if the extension is not a result of what the contractor or any of its subcontractors did or failed to do pursuant to the terms and conditions of the construction documents. Contractor is represented by competent legal counsel and acknowledges that any liquidated damages imposed pursuant to this contract is a contractual term and is not a penalty.

## **7. CONTRACT CHANGES**

- 15.7.1.** Work shall be subject to change by additions, deletions, or revisions made by the County. County shall notify Offeror of such change by delivery of additional and/or revised drawings, specifications, exhibits, or written order.
- 15.7.2.** Whenever the work is changed by addition, deletion, or revision by County, an equitable adjustment in the Contract Price or the contract time is appropriate. Offeror shall submit to Architect and the County within a reasonable time, a detailed estimate with supporting calculations and pricing together with any adjustments to the Contract Price and Contract time. Pricing and compensation for the adjustment shall be made through mutual agreement between parties; however, to the extent that such pricing is inapplicable, the cost of the change or the amount of the adjustment shall be determined based on the cost to the Offeror, plus reasonable amounts for overhead and profit.
- 15.7.3.** Offeror shall not perform any change in the work or allow any change in the contract price or the contract term, until and unless the County Manager or the Board of County Commissioners has approved the same in writing. Upon receipt of such written from the County, Offeror shall diligently perform the change in strict accordance with the contract and the change order.

## **16. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**



The agreement for the work will be the Contract for General Construction of Curry County Courthouse Addition and Renovations between County and Contractor.

## **17. WARRANTY**

Offeror shall provide County with a full one (1) year warranty on the project, commencing on the date of substantial completion of work and running for a period of twelve (12) months thereafter. During this twelve (12) month warranty period, offeror shall make monthly visits to the property and provide any and all necessary and/or recurring maintenance and repairs, correct and/or replace such other areas of concern as are identified in writing by the County.

## **18. CHIEF PROCUREMENT OFFICER CONTRACT**

Any questions for this Request for Proposals should be submitted to the Assistant Finance Director/Chief Procurement Officer below. The County will only consider questions submitted in writing by Offerors regarding the RFP, including requests for clarification and request to correct errors.

Only written questions/requests sent to the below email address will be considered. Oral questions/request will not be considered. Written oral questions/requests submitted to any other Department or contract will not be considered.

Written questions/requests must be submitted no later than 2:00 PM (Mountain Daylight Time) on October 12, 2021 and must include the requestor's name, mailing address, email address, telephone and firm he/she represents. Questions received after this date may not be answered.

Troy Hall  
Curry County Assistant Finance Director/Chief Procurement Officer  
417 Gidding St. Suite 100  
Clovis, NM 88101  
Email: [thall@currycounty.org](mailto:thall@currycounty.org)

## **19. PROTEST**

Any offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the County's Chief Procurement Officer in accordance with the requirements of the County's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§ 13-1-172 NMSA 2018).

In the event of a timely protest under this section, the Chief Procurement Officer and the County shall not proceed further with the procurement unless the Chief Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the County (§ 13-1-173 NMSA 2018).

The Chief Procurement Officer shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§ 13-1-174 NMSA 2018).

The Chief Procurement Officer or designee shall promptly issue a determination relating to the protest. The determination shall

- i) State the reasons for the action taken; and
- ii) Inform the protestant of the right to judicial review of the determination pursuant to § 13-1-183 NMSA 2018.
- iii) A copy of the determination issued under § 13-1-175 NMSA 2018 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§ 13-1-176 NMSA 2018).

## 20. VOLUME 1 TECHNICAL PROPOSAL PACKAGE

Each offeror must submit the following as labeled, tabbed and in the same order as follows:

**TAB 1 - Letter of Transmittal:** This is a brief letter to the County which provides the following information:

- i) Name and address of the offeror
- ii) Names, title and telephone number of the contract person for the offeror
- iii) A statement that the proposal is in response to this RFP
- iv) The signature, typed name, and title of an individual who is legally authorized to commit the offeror to this proposal. The contents of the successful proposal may become a contractual obligation if a contract ensues.
- v) A statement acknowledging and accepting the terms and conditions of this RFP.

### **TAB 2 - Past Performance – General Contractor** **20 POINTS**

- i) Provide experience of the General Contractor on additions and remodeling buildings of 5 million dollars or more to include:
  - (1) Target vs. actual budgets
    - (a) List a maximum of three projects where the actual budget came in lower or equal to the target budget since 2015
      - (i) List original contract amount
      - (ii) Final contract amount
      - (iii) Total of change orders and their amount
    - (2) Target vs. actual schedule
      - (a) List a maximum of three projects where the project schedule was completed on time or early since 2015
        - (i) List Project start date
        - (ii) Completion Date
        - (iii) Change orders with time extensions
    - (3) Client satisfaction

- (4) Safety record
- (5) Limited work areas
- ii) Provide experience and past performance on additions and remodeling Courthouses of 5 million dollars or more by the General Contractor to include:
  - (1) Renovations and additions
  - (2) Occupied buildings
    - (a) Please list experience in working with occupied buildings and how limited interruptions of normal operations have been achieved.
  - (3) Limited work area
    - (a) Due to the location of the Courthouse, space is very limited. There will be limited space for staging and construction. This location is a busy area for the citizens of Clovis and there will need to be as little interruption of their normal operation as possible. List previous experience in working with limited space and limiting interruption of normal operation for the citizens of the city.
  - (4) Historic Landmarks
    - (a) List experience of contractor with work on historic landmarks
      - (i) List all construction work on historic buildings in the last five years
      - (ii) List any challenges the contractor has faced in working on a historic landmark and how they were resolved.
- iii) Provide experience, past performance and name of any/all personnel who have experience in working on Historical buildings in New Mexico and experience working with the New Mexico Historical Preservation Division.
- iv) Describe three (3) to five (5) projects of similar size, materials and complexity. Include the scope of work, safety record and client reference information. A valid email and phone number must be provided
- v) State the average annual amount of construction work performed during the last five years
- vi) List any major construction project your organization has in progress, giving the name of the project, owner, architect, contract amount, percent of completion and scheduled completion date.
- vii) List any judgments against the firm during the past five (5) years
- viii) List any breach of contract other than for cause
- ix) List any protest submitted by the offeror during the past five (5) years to include the basis for protest and the resolution

**TAB 3 - Project Plan**

**30 POINTS**

- i) With the site location of this project, access and operation of the facility during construction, include documentation of ability to complete this project on schedule and on budget.
  - (1) Describe in detail how you plan to mobilize your forces and construct this project.
  - (2) Provide a milestone schedule using weeks or calendar days indicating the start and completion dates of major construction activities through completion of the project
  - (3) Provide proposed phasing of work inside of the Courthouse
  - (4) List all computerized scheduling programs that are used

- (5) List any construction projects in the last five (5) years where the schedule was not met and give a reason for the delay
- (6) List any liquidated damages assessed due to scheduling for any project in the past five (5) years
- ii) Describe your value engineering plans and process for this project and include documentation regarding successes over the past five (5) years on similar projects. Provide a detailed list of value engineering alternatives that would help to lower the overall construction cost of this project, along with the estimated amount of saving associated with each suggestion.
- iii) Provide examples of any other projects over 5 million dollars that you have experience building under similar conditions.
- iv) Explain in detail your approach on how to handle and address the work that will be performed pursuant to the guidelines from the New Mexico Historic Preservation Division, how that will be monitored and supervised.
- v) Explain in detail your technical approach toward the project to include the renovation work inside the existing Courthouse so as to cause the least amount of disruption for the County and its occupants and insuring everyone's safety at the same time.
- vi) Explain plan to have a successful project
- vii) Additional information, pictures, diagrams, reports, etc., may be provided as outlined in the Request for Proposal. (Limit to 5 pages)

**TAB 4 - TECHNICAL APPROACH – GENERAL CONTRACTOR**

**20 POINTS**

- i) Provide your overall Technical and Organizational capability including:
  - (1) Management Team
    - (a) Attach one (1) page resumes of the proposed
      - (i) Project Manager
      - (ii) Project Superintendent
      - (iii) Safety Program Manager
      - (iv) QA/QC Manager
      - (v) Historical Building Personnel
      - (vi) Other Key Personnel (Optional)
      - (vii) Offeror shall provide the follow for each of the above referenced management positions:
        - a. Position Title
        - b. Years in the construction industry
        - c. Duties and Responsibilities
        - d. Major Accomplishments
        - e. Number of Personnel Supervised
        - f. Project experience to include title of project and location and dollar amount of similar projects
        - g. Experience in working with historic buildings
        - h. Qualifications
        - i. Education and related experience
        - j. Other information that demonstrates individuals' strengths for this project
        - k. Project Professional and Project Owner Reference may be included

- (2) Staffing Approach
  - (3) Technical Approach
  - (4) Safety Programs History
    - (a) Provide written safety program
    - (b) Provide safety personnel and specific duties
    - (c) Provide the experience modification rate for the past five (5) years
    - (d) Provide the recordable Incident rate for the past calendar year
- Offeror shall describe the general structure, number of employees and average number of projects per year

- ii) Provide a brief narrative of the approach to the following issues as they pertain to this project:
  - (1) Communication with the Project Management Team
  - (2) Working inside and outside of an existing judicial facility
  - (3) Working on a historical landmark
  - (4) Scheduling
  - (5) Preconstruction Phase Administration
  - (6) Construction Phase Administration
  - (7) Final start-up testing and occupancy
  - (8) Close-out procedures and documentation
  - (9) Safety Management
    - (a) Describe in detail the safety plan for a Courthouse including, but not limited to:
      - (i) Site Prep
      - (ii) Site Cleanup
      - (iii) Site Review
  - (10) Quality Control
  - (11) Warranty

**21. VOLUME 2 – PRICE PROPOSAL**

**The Price Proposal shall be in a separate binder and sealed separately from the Technical Proposal**

- 1. **PRICE PROPOSAL** **30 POINTS**  
Volume II – PRICE Proposal Submittal based on requirements set forth in Plans and Specifications

**GRAND TOTAL** **100 POINT**

**22. SEQUENCE OF EVENTS**

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

**SEQUENCE OF EVENTS (TENTATIVE)**

- 1. Issue RFP (Publish Legal Ad) September 7, 2021

2. <b>Mandatory</b> Pre-Proposal Conference	<u>September 21, 2021 at 1:30 pm</u>
3. <b>Mandatory</b> "Notice to Owner of Intent to Propose"	<u>September 22, 2021 at 5:00 pm</u> Deadline to receive Notice of Intent To Propose.
4. Last day for Questions from Potential Offerors	<u>October 12, 2021</u> Deadline to submit written questions
5. Last day to issue RFP Addenda to Potential Offerors	<u>October 14, 2021</u>
6. Submission of Proposals	<b><u>October 19, 2021 at 2:00 pm</u></b> Submission Deadline
7. Technical Proposal Evaluations	<u>October 29, 2021 at 2:00 pm</u>
8. Open Price Proposals	<u>October 29, 2021 at 2:00 pm</u>
9. Possible Interviews Between Owner and Successful Proposers	<u>November 2, 2021</u> If deemed necessary
10. Notice of Intent to Award to Contractor & Negotiations	<u>November 2, 2021</u>
11. County Commission Award and Contract Approval	<u>November 9, 2021</u>
14. Begin Work/Ground Breaking	<u>10 days from issuance of Notice to Proceed or receipt of building permits, whichever is greater.</u>

**23. ADDITIONAL TERMS**

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

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

**23.1.3.** Third-Party or Subcontracting GC Contract Responsibilities – Direction of all work that may result from this procurement must be performed by the Offeror and payments will only be made to the Offeror. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, reassignment of GC duties and responsibilities to a third party is not acceptable.

- 23.1.4.** Amended Proposals - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not collate or assemble proposal materials.
- 23.1.5.** Offeror's Rights to Withdraw Proposal - Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the County. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Board of County Commissioners of Curry County and/or the County Manager.
- 23.1.6.** Disclosure of Proposal Contents - The content of proposals will be kept confidential until written notice of a contract award has been made by the County. At that time, all proposals will be open to the public, except for the material which has previously been noted and deemed as proprietary or confidential.
- 23.1.7.** Termination - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Board of County Commissioners of Curry County and/or the County Manager determines such action to be in the best interest of the County.
- 23.1.8.** Sufficient Appropriation - Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
- 23.1.9.** If the determination is made that there is insufficient funding to continue or finalize a project, the successful Offeror will be compensated to the level of effort performed, as authorized by the County prior to that determination.
- 23.1.10.** Contract - The County and successful Offeror will use the Contract for General Construction of Curry County Courthouse Addition and Renovations between County and Contractor. The contract will be included in these RFP documents. Any Offeror questions about any provision(s) of the contract terms and conditions must be promptly brought to the attention of the Board of County Commissioners of Curry County and/or the County Manager.
- 23.1.11.** Offeror Qualifications - The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 2018.

- 23.1.12.** Right to Waive Minor Irregularities - The Selection Committee reserves the right to waive minor irregularities. The Selection Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the County.
- 23.1.13.** Notice - The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 2018, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- 23.1.14.** Equal Opportunity Compliance - The successful offeror agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the offeror agrees to ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, 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 an agreement for the services outlined in this RFP. If the offeror is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, offeror agrees to comply with this paragraph.
- 23.1.15.** Nondiscrimination statement - Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.
- 23.1.16.** Applicable Laws - The contract shall be governed by the laws of the State of New Mexico
- 23.1.17.** Release of Information - Only the County is authorized to release information about projects covered by this RFP. The Offerors must refer to the County any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
- 23.1.18.** New Mexico Prevailing Wage Rates – Wages to be paid as a result of a contract awarded for this project will be subject to the minimum wage rate determination by the State of New Mexico, and will be attached to the final



contract documents. This determination will become part of the contract by reference and must be posted, per State of New Mexico Statutes, in a conspicuous place at the General Contractor's place of business. It is the General Contractor's responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. Failure by the County to physically make such minimum wage rate determinations available to the General Contractor will not relieve the General Contractor from becoming aware of or complying with such determinations.

- 23.1.19.** Clarifications from Offerors - The Selection Committee or designee, after review of the proposal and/or Interview may request clarifications on information submitted by any and all Offerors.
- 23.1.20.** The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
- 23.1.21.** Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
- 23.1.22.** Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
- 23.1.23.** If an offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.
- 23.1.24.** This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9th Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
- 23.1.25.** Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.
- 23.1.26.** All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.

- 23.1.27.** The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
- 23.1.28.** Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
- 23.1.29.** Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
- 23.1.30.** The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 2018 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
- 23.1.31.** In submitting this proposal, the offeror represents the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
- 23.1.32.** In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.
- 23.1.33.** The County shall negotiate a contract with the highest qualified offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").

## **24. INSURANCE**

- 24.1.1.** County is a New Mexico governmental entity and as such, has insurance covering the County property including the County Courthouse. County also has insurance in place to cover exposure County may have as a result of its operation of the Courthouse.
- 24.1.2. Certificates of Insurance.**  
The Contractor shall provide certificates of insurance acceptable to County evidencing compliance at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until expiration of the period for correction of Work.
- 24.1.3. Deductibles and Self-Insured Retentions.**

The Contractor shall disclose to County any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**24.1.4. Additional Insured Obligations.**

To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) County, the Architect, and the Architect's consultants as additional insured's for claims cause in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) County as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the County 's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**24.1.5. Contractor's Required Insurance Coverage.**

The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in New Mexico where the Courthouse Project is located. The Contractor shall maintain the required insurance until the expiration of one (1) full year after substantial completion, unless a different duration is stated below:

**24.1.6. Commercial General Liability**

Commercial General Liability insurance for the Courthouse Project written on an occurrence form with policy limits of not less than \$2,000,000.00 each occurrence, \$10,000,000.00 general aggregate, and \$2,000,000.00 aggregate for products-completed operations hazard, providing coverage for claims including:

- A) Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- B) Personal injury and advertising injury;
- C) Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- D) Bodily injury or property damage arising out of completed operations;
- E) and
- F) The Contractor's indemnity obligations under the General Conditions.

The policy must include the interests of the owner, contractor, and sub-contractors of all tiers.

The Contractor's Commercial General Liability policy under this Section shall not contain an exclusion or restriction of coverage for the following:

- A) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- B) Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- C) Claims for bodily injury other than to employees of the insured.
- D) Claims for indemnity arising out of injury to employees of the insured.
- E) Claims or loss excluded under a prior Work endorsement or other similar exclusionary language.
- F) Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- G) Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a Courthouse Project.
- H) Claims related to roofing, if the Work involves roofing.
- I) Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- J) Claims related to earth subsidence or movement where the Work involves such hazards.
- K) Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000.00 per occurrence, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverage's required herein, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers ' Compensation at statutory requirements.

Commercial General Liability with policy limits not less than \$2,000,000.00 each occurrence, and \$10,000,000.00 general aggregate policy limit.

If the Work involves the transport, dissemination, use, or release of pollutants, the Contractors shall procure Pollution Liability insurance, with

policy limits of not less than \$2,000,000.00 per claim and \$2,000,000.00 general aggregate.

Contractor shall carry Builder's Risk Insurance in the minimum amount of the total contract price. Contractor and Owner shall be named as additional insured's and said policy(ies) shall cover the interests of any and all of Contractors, Sub-contractors and suppliers if their supplies, products or material have been delivered to the Construction Site or any of the designated holding/staging area. Said Builder's Risk Insurance shall cover the Counties existing buildings and structures to which the addition, alteration, improvement or repair covered in this contract. Said coverage shall include coverage for any collapse, scaffolding, construction forms, and other temporary structures; debris removal, pollutant clean-up and removal, demolition cost coverage and other general areas of coverage for all areas of Contractor's work on the Courthouse Project and any and all materials, equipment and supplies that Contractor will use at any point in the completion of the Courthouse Project as well as all of the County structures and property where said materials, equipment and supplies will be used and/or installed. Coverage on Builder's Risk Insurance shall begin prior to Contractor performing any work on the Courthouse Project and shall remain in full force and effect for a period of ninety (90) days after substantial completion unless extended by mutual agreement of County and Contractor.

**Contractor's Other Insurance Coverage**

Insurance selected and described in this Section shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Courthouse Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 13.5.

- Umbrella - \$2,000,000.00 per occurrence
- Products/Completed Operations \$1,000,000.00 single, \$2,000,000.00 aggregate
- Personal and Advertising injury - \$1,000,000.00 per occurrence
- Bodily Injury/Property Damage insurance (including completed operations) \$1,000,000.00 per occurrence.

The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The offeror agrees to comply with New Mexico State laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers'

Curry County Administration  
RFP No. 2021/22-02 Additions and Renovations to the Historic Curry County Courthouse  
Commodity Code #90930

---

Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

# PROPOSAL FORM (Lump Sum)

OFFEROR'S Name and Address:

RFP NO.: RFP-2021/22-02

**PROJECT NAME:**  
**Additions and Renovations  
to the Historic Curry County  
Courthouse**

Telephone:

Fax:

Federal Tax ID #:

New Mexico Tax ID #:

CID License #

**LOCATION: Clovis, New Mexico, 88101**

This Proposal is submitted to County:

**Curry County Administration Office  
417 Gidding St., Suite 100  
Clovis, NM 88101  
Phone: (575) 763-6016**

1. The undersigned Offeror proposes and agrees, if this proposal is accepted, to enter into an agreement with the County in the form included in the RFP Documents to perform and furnish all Work as specified or indicated in the RFP Documents for the Contract Price and within the Contract Time indicated in this proposal and in accordance with the other terms and conditions of the Contract Documents.

2. The Offeror accepts all of the terms and conditions of the Request for Proposals and Instructions to Offerors, including without limitation those dealing with the disposition of proposal security and other Proposal Documents. This Proposal will remain subject to acceptance for ninety (90) days after the day of Proposal opening. The Offeror shall sign and submit the Agreement between County and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Proposal Requirements within ten (10) days after the date of the County's Notice of Award.

3. In submitting this Proposal, the Offeror represents, as more fully set forth in the Agreement, that:

**A.** The Offeror has examined copies of all the Proposal Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

---

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**B.** The Offeror has familiarized himself/herself with the nature and extent of the Proposal Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;

**C.** The Offeror has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Offerors and accepts the determination set forth in the Information Available to Offerors of the extent of the technical data contained in such reports and drawings upon which the Offeror is entitled to rely;

**D.** The Offeror has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Proposal Documents;

**E.** The Offeror has given the County written notice of all conflicts, errors, and discrepancies that have been discovered in the Proposal Documents, and the written resolution thereof by the County is acceptable to the Offeror;

**F.** This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal; the Offeror has not solicited or induced any person, firm, or corporation to refrain from Proposing; and the Offeror has not sought by collusion to obtain for himself any advantage over any other Offeror or over the Owner;

**G.** The Offeror acknowledges that he/she has attended any Mandatory Pre-Proposal conference scheduled by the County or the Architect pertaining to this project;

**H.** The Offeror agrees to show clearly on the envelope in which the Proposal is submitted the Project Name and Number, and RFP Number; and,

**I.** The Offeror will complete the Work for the following price(s) **(do not include any gross receipts tax in the price(s)).**

4. Proposals shall be presented in the form of a total Base Proposal under a Lump Sum Contract plus additive alternates that are selected by the County. A proposal must be submitted on all proposal items. Segregated proposals will not be selected by the Owner.

**BASE PROPOSAL (Please use typewriter or print legibly in ink)**

**Item A - BASE BID: Curry County Courthouse Additions and Renovations (use words):**

---



---

---

---

---

(\$ \_\_\_\_\_)

**Additive Alternate #01 (Please use typewriter or print legibly in ink)**  
**Item A – Additive Alternate #1: Curry County Courthouse Additions and Renovations**  
**(use words): Judge’s bench and associated millwork where noted on floor plans.**

---

---

---

---

(\$ \_\_\_\_\_)

**5. The Offeror agrees that:**

**A.** The Work to be performed under this Contract shall be commenced no later than ten (10) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved no later than 14 months after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

**B.** Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of Five Hundred Dollars (\$ 500.00) per consecutive day, not as a penalty, but as liquidated damages for such breach of the Contract. Contractor shall be responsible for maintaining the schedule for the work as presented to the County. The Board of County Commissioners may, but are not required to grant an extension of the time if the extension is not a result of what the contractor or any of its subcontractors did or failed to do pursuant to the terms and conditions of the construction documents. Contractor is represented by competent legal counsel and acknowledges that any liquidated damages imposed pursuant to this contract is a contractual term and is not a penalty.

**C.** The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (**not including gross receipts tax**), etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

**D.** It is understood that the Owner reserves the right to reject any or all Proposals and to waive any technical irregularities in the proposals.

**6. The following documents are attached to and made a condition of this Proposal:**

- A.** Proposal Security with Agent's Affidavit;
- B.** Subcontractors Listing; and,
- C.** Other (list): Offeror’s Reference Form, Non-Collusion Affidavit Form, Resident/Veterans Preference Certification Form, Campaign Contribution Disclosure Form, Certification Regarding Debarment and Suspension, Options Exception or Variations Form, Payment Bond Form, Performance Bond Form

7. The terms used in this Proposal and the Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Proposal Documents, have the meanings assigned to them in those Conditions.

8. The Offeror is a(n):

**A. INDIVIDUAL;**

By: \_\_\_\_\_  
(Individual's Signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

---

---

**B. PARTNERSHIP:**

By: \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_

(General Partner's Signature)

Business address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

**C. CORPORATION:**

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Name of Person Authorized to Sign)

\* \_\_\_\_\_  
(Signature of Authorized Person)

If a New Mexico Corporation: \_\_\_\_\_  
NM Certificate of Incorporation Number

If a Foreign Corporation: \_\_\_\_\_  
NM Certificate of Authority Number

Attest (Secretary): \_\_\_\_\_

Business address \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_



or,

---

---

**D. JOINT VENTURE:**

By \_\_\_\_\_  
(Name)

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

By \_\_\_\_\_  
(Name)

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

-----

By \_\_\_\_\_  
(Name)

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

=====

**OFFEROR MUST FILL IN THE FOLLOWING** (if none, write none)

NM License Number: \_\_\_\_\_ License Classification: \_\_\_\_\_

Dept. of Workforce Solutions Minimum Wage Act Registration Number (DWS#): \_\_\_\_\_

Resident Contractor's Preference Number: \_\_\_\_\_

---

OFFEROR'S REFERENCE FORM

All references must be from customers for whom your company has completed work similar to the specifications of this bid. A valid email address must be provided. Attach additional page if necessary.

References for: \_\_\_\_\_  
(Company Name)

1. Company \_\_\_\_\_

Street Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Contact Person Name \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

Describe Scope of Work and dates of project/service: \_\_\_\_\_

\_\_\_\_\_

2. Company \_\_\_\_\_

Street Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Contact Person Name \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

Describe Scope of Work and dates of project/service: \_\_\_\_\_

\_\_\_\_\_

3. Company \_\_\_\_\_

Street Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Contact Person Name \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

Describe Scope of Work and dates of project/service: \_\_\_\_\_

\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**COMBINED  
LIST OF SUBCONTRACTORS  
and  
ASSIGNMENT OF ANTITRUST CLAIMS  
by  
CONTRACTOR, SUBCONTRACTORS,  
SUBSUBCONTRACTORS, and SUPPLIERS**

**EXAMPLE TRADES AND SUPPLIERS:** SITE WORK, CONCRETE, MASONRY, FRAMING, LUMBER, STEEL, STEEL FABRICATION, ROOFING, INSULATING, STUCCO, DRYWALL, DOORS, GLASS AND GLAZING, PLASTER, PAINTING, CARPET, TILE, RESILIENT, CONVEYING SYSTEMS, HVAC, CONTROLS, PLUMBING, SHEET METAL, ELECTRICAL

1. Subcontractor Listing shall be included with Proposal as a condition of the Proposal and be fully complete with regards to all Subcontractors providing services valued at \$5,000.00 or more, or one-half of one percent of the architect's or engineer's estimate of the total project cost, whichever is greater pursuant to Section 13-4-34, NMSA 2018.

**Listing Threshold for this Project: \$ 35,227.80**

a. Subcontractor listing shall be expanded after Proposal qualified Offeror if awarded, and before Contract, to include major Suppliers and, each entity listed shall be signed by individual empowered to obligate Supplier, Subcontractor, or Sub-subcontractor.

b. Subcontractor listing shall also be expanded after Proposal by qualified Offeror if awarded, and before Contract, to include the Department of Workforce Solutions Minimum Wage Act Registration Number. See the Department of Workforce Solutions website at [www.dws.state.nm.us](http://www.dws.state.nm.us) under "Public Works" for registration form, listings and information.

c. See Proposal Documents for rules regarding changes in this list after Proposal.

**PROJECT NAME: CURRY COUNTY COURTHOUSE  
ADDITIONS AND RENOVATIONS**

**REQUEST FOR PROPOSAL NUMBER: RFP-2021/22-02**

The undersigned agrees that any and all claims which the firm may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the firm retains all rights to any such antitrust claims to the







**NON-COLLUSION AFFIDAVIT FORM**

TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

)  
) SS  
)

\_\_\_\_\_, being first duly sworn,  
deposes and says that he is \_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of

the party making the foregoing proposal; that such a proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such a proposal is genuine and not collusive or sham; that said proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirect colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, nor that anyone shall refrain from proposing; that said proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of said proposer or of any other proposer, nor to fix any overhead, profit, or cost element of such proposal price, nor of that of any other proposer, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such proposal are true; and, further, that said proposer has not directly or indirectly, submitted his proposal price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, proposal depository, nor any member or agent thereof, nor any to any other individual except to such person or persons as have a partnership or other financial interest with said proposer in his general business.

Signed By: \_\_\_\_\_

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

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Seal of Notary

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

END OF DOCUMENT

RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

\_\_\_\_\_(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

**Resident Veterans:**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

**Resident Businesses:**

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 2018, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

**Resident Business/Veteran Business Certificate Number:** \_\_\_\_\_

The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

**A valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate number must be provided in order to receive preference.**

I do not claim New Mexico Resident Business or New Mexico Veteran's Resident Business preference on this bid.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

---

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**RFP #2021/22-02 CURRY COUNTY COURTHOUSE ADDITIONS AND RENOVATIONS**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 2018 and NMSA 2018, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 2018 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 2018 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

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

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

Curry County Administration  
RFP No. 2021/22-02 Additions and Renovations to the Historic Curry County Courthouse  
Commodity Code #90930

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

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

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

Name(s) of Applicable Public Official(s) if any: Commissioners James Ridling, Seth Martin, Robert Sandoval, Chet Spear and Robert Thornton; Treasurer Kendall Kempf, Assessor Candace Morrison, Clerk Anastasia Hogland, or Probate Judge Mark Lansford.

**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)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

PROPOSAL FORM  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Print Name of Authorized Representative

---

Title

---

Signature of Authorized Representative

---

Date

PROPOSAL FORM  
OPTIONS, EXCEPTIONS OR VARIATIONS FORM

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.  
(Use additional pages if necessary.)

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS \_\_\_\_\_  
Signature

2. THERE ARE NO OPTIONS, ETC. LISTED. The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

\_\_\_\_\_  
Signature

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned hereinafter called "Principal" and \_\_\_\_\_ hereinafter called the "Surety", a corporation authorized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of New Mexico, are held and firmly bound unto hereinafter called "OWNER" in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation or this bond, and it does hereby waive notice of any such change, extension of time, alteration or extension of time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**ATTEST:**

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

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

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

**ATTEST:**

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned hereinafter called "Principal" and \_\_\_\_\_ hereinafter called the "surety" a corporation authorized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of New Mexico, are held and firmly bound unto hereinafter called "OWNER" in the penal sum of \_\_\_\_\_ dollars (\$ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the Principal shall truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and if the said principal shall for a period of one (1) year from the immediately following the completion of said contract and acceptance thereof by the Owner guarantee all work performed under the contract against faulty or defective materials and workmanship at his own expense and at no cost to the Owner, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation or this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**ATTEST:**

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

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

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

**ATTEST:**

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

## **CONTRACT FOR ADDITIONS AND RENOVATIONS TO THE HISTORIC CURRY COUNTY COURTHOUSE**

**THIS CONTRACT** is entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between Curry County, a governmental entity whose address is 417 Gidding Street, Clovis, NM 88101, (hereafter referred to as "County"), and \_\_\_\_\_, a New Mexico Corporation whose address is \_\_\_\_\_ (hereinafter referred to as "Contractor") and collectively referred to herein as the "Parties".

**WHEREAS**, County presently owns a fully functioning courthouse on the South half of the property located at the junction of 7<sup>th</sup> Street and Main Street in downtown Clovis; and,

**WHEREAS**, the courthouse has been designated as a historic building and consists of the original courthouse which has undergone various improvements and courthouse additions, collectively referred to herein as the "Courthouse"; and,

**WHEREAS**, the Courthouse has previously, prior to 2016 provided space for the Ninth Judicial District Court and various Curry County offices including current Curry County Sheriff's Office; and,

**WHEREAS**, County desires to update and modify the Courthouse, hereinafter collectively referred to as "the Courthouse Project"; and,

**WHEREAS**, County has issued a Request for Proposal No. 2021/22-02 together with Addendums #\_ through #\_; and,

**WHEREAS**, Contractor has received, acknowledged and hereby acknowledges receipt and understanding of a copy of RFP #2020/21-02, together with Addendums #\_ through #\_ and has submitted its response to the Courthouse Project. Being fully aware that a portion of the Curry County is designated as a historical building and Contractor must work with and comply with directives/instructions from the New Mexico Department of Cultural Affairs, Historic Preservation Division and any and all rules and regulations pertaining to work, construction, or renovation projects such as this; and,

**WHEREAS**, the proposal submitted by Contractor has been reviewed by the Curry County Selection Committee and has been evaluated and County has determined that based upon the statements and representations set forth in Contractor's proposal, said proposal is the most advantageous to the County taking into consideration all the responses and information provided pertaining to the evaluation factor set forth in the County's RFP.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is acknowledged herein by all parties, as evidenced by their signatures hereto, the parties do mutually agree and contract as follows:

### **1) SCOPE OF SERVICES**

- 1.1. Contractor shall construct the Courthouse Project additions and renovations set forth in the Contract Documents which are listed and identified in Exhibit A, attached hereto. Contractor's Work is to be performed pursuant to the terms and conditions set forth in Curry County's Request for Proposal No. 2021/22-02

together with any addendum and Contractor's proposal to County dated \_\_\_\_\_, 2021 which are both incorporated herein as though set forth in full (hereinafter referred to as "the Work").

- 1.2. County has contracted with NCA, out of Albuquerque, New Mexico, as the County's architect on this Project. Any reference to architect in any Contract Documents, plans, or specifications, refers to NCA Architects.
- 1.3. Throughout the Courthouse Project, Contractor shall communicate with County through the Architect and the County Public Services Director regarding matters arising out of or relating to this contract. The Architect has authority on behalf of County to reject Work that does not conform to the contract documents. Whenever the Architect considers it necessary or advisable, the Architect will have the authority to require inspection or testing of the Work, whether or not such work is fabricated, installed or completed. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given. Such review is not conducted for the purpose of determining the accuracy and completeness or other details such as dimensions and quantities, or for instructions regarding installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor. The Architect's review shall not constitute approval of safety precautions unless otherwise specifically stated by the Architect and acknowledged by County in writing.
- 1.4. Contractor acknowledges that the Curry County Courthouse is a fully functioning Courthouse. Located at the junction of 7<sup>th</sup> Street and Main Street in downtown Clovis which houses the Ninth Judicial District Court, which is a fully functioning Courthouse with regular hours Monday through Friday from 8:00 AM to 5:00 PM. The operation and utilization of the Curry County Courthouse cannot be interrupted or halted by Contractor performing the work set forth in this Contract. The Curry County Sheriff's Office is located in the Courthouse and there will be numerous vehicles coming and going from the Courthouse utilizing the existing parking location just south of the Courthouse Project site. There will be people entering and exiting the Courthouse, including inmates being transported to and from Court, on a regular, if not daily, basis.
- 1.5. Contractor has satisfied itself as to the nature and location of the Work, the character of equipment and facilities needed before and during prosecution of the Work, the general and local conditions, and other matter which can reasonably be expected to affect the Work under this Contract. County shall provide, no later than the date when needed by Contractor, the site upon which the Work is to be performed, including access as designated in the Contract Documents for use by Contractor.
- 1.6. Any and all notice, as may be required under this Contract or in any Contract Document to be given to the County, must be in writing and submitted to the County Manager, Lance Pyle at 417 Gidding Street, Suite 100, Clovis, New Mexico 88101.

- 1.7. Contractor has designated the following key staff personnel that will be working on the Courthouse Project:

Project Executive: Name, Email/Phone Number

Senior Project Manager: Name, Email/Phone Number

Project Manager: Name, Email/Phone Number

Senior Superintendent: Name, Email/Phone Number

Project Superintendent: Name, Email/Phone Number

Safety Director: Name, Email/Phone Number

These key staff members shall remain assigned to these positions for the duration of the Courthouse Project until and unless County has been notified in writing of their removal or substitution. Notification shall be provided to County of any key personnel changes as soon as possible. If requested, County shall be provided with reason or justification of any change in Contractor's key staff personnel.

- 1.8. The parties acknowledge that while the Contract Documents address change orders, the Board of County Commissioners of Curry County, which is the duly elected governing body of Curry County, requires that any single change order of \$50,000 or more and any and all change orders that increase the over-all cost of the project above three hundred thousand dollars (\$300,000) must be approved by a majority of the Board of County Commissioners at a public meeting. Any and all such change orders must be accompanied by a detail explanation and justification regarding the same. In order for action to be taken on a change order, all material necessary for the Board of County Commissioners to review and consider must be provided to the County Manager no later than the Wednesday prior to the Board of County Commissioners meeting.

## **2) COMPENSATION**

- 2.1. Before commencing Work, Contractor shall provide County with a detailed and accurate breakdown of the Contract price according to the various items of Work to be performed, including reasonable sums for mobilization. Such breakdown will be the basis of payment to the Contractor. The schedule for draws needs to be prepared by Contractor and provided in writing to County with specific set and established dates as well as the amounts of each draw.
- 2.2. Upon full and satisfactory completion of the Courthouse Project, pursuant to the terms hereof as determined by County, County shall pay Contractor the Contract sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) subject to any approved additions and/or deductions as may be provided for and set forth in the Contract Documents.
- 2.3. **Liquidated Damages.**  
Contractor and County stipulate and agree that calculating County's actual damages for the late completion of the Courthouse Project and /or any violation or

breach of the terms and/or conditions of this Contract would be impractical, unduly burdensome, and would cause unnecessary delay. As such, the parties acknowledge that liquidated damages will be available to County in the event of a breach of the terms of this Contract. As a Contract term and not as a penalty, the amount of daily liquidated damages of five hundred dollars (\$500.00) per day will be imposed against Contractor and deducted from the Contract price, as hereinabove set forth, for each and every day after the agreed to and established completion date set forth herein and up to and including the date of County's acceptance of the completed Courthouse Project. County also has other projects that it must proceed with including, but not limited to road projects, construction of an extension office, parking area improvements, etc. Liquidated damages set forth as a condition of this Contract to cover any and all losses, expenses, and other adverse consequences incurred by County as a result of Contractor's failure to complete Courthouse Project within the time set forth in this Contract and not as a penalty.

### **3) TOTAL CONTRACT PRICE AND CONTRACT TIME**

- 3.1. **Contractor** has 14 months from the issuance of the Notice to Proceed from the County for completion of this Courthouse Project. Contractor shall be responsible for preparing a schedule of substantial completion which is to include the acceptance dates for each and every phase of the Courthouse Project. As the preliminary Courthouse Project schedule is completed, Contractor shall prepare a construction schedule for the Courthouse Project to be current with the initiation of the bidding process. The close out date for this Courthouse Project of \_\_\_\_\_, 2021 cannot be changed and/or modified without the prior specific authorization of the Curry County Board of Commissioners in a public meeting.

### **4) DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 4.1. Contractor shall commence Work on the Courthouse Project within ten (10) days after receipt of written notice to proceed signed by County's authorized representative. The date for substantial completion may only be extended pursuant to action taken by the Curry County Board of County Commissioners and evidenced by a written agreement signed by Contractor and County. It is understood that the County must make decisions regarding the Courthouse Project in a timely manner. The provision does not require County to call any special County Commission meeting. Contractor will not be held responsible for delays to the schedule caused by the County.
- 4.2. Substantial completion shall be determined by the date of execution of a certificate of substantial completion by County, upon recommendation and approval of Contractor and Architect. Acceptance of the completed Courthouse Project shall be achieved within the timeframe set forth in this Contract and in accordance with the terms and conditions herein. Acceptance by County shall be determined by the date of execution of the certificate of acceptance.
- 4.3. Within 10 days after County's issuance of the Project Award, Contractor shall prepare and submit to County an estimated progress schedule indicating the starting and completion dates for the various phases of the Work and the sequence of construction cost. Thereafter and no later than the 7<sup>th</sup> of each month, Contractor

shall submit written monthly updates of the schedule, with the pay application, reflecting actual progress and any changes in progress and/or the dates of completion or sequence of work.

- 4.4. County and Contractor acknowledge that timely completion of the Courthouse Project is essential to the success of the Courthouse Project. County's approval for any time extension shall be granted only as a last resort. Contractor acknowledges its contractual obligation to make every effort to recover any "lost" time that may occur during the construction phase services. In the event Contractor claims any delay in the project as a result of weather, all as such claims for weather delay must be submitted in writing to County by Contractor with supporting documentation no later than the fifteenth (15th) calendar day following any such delay.
- 4.5. Contractor shall diligently prosecute the Work in order to achieve substantial completion within the established time set forth above. Contractor's obligation to pay liquidated damages to County for each day of the delay resulting from any fault or neglect of the Contractor, any Sub-Contractors, or those under the control of either, is not a penalty, but is liquidated damages, since the actual damages for such delay are uncertain and it would be impractical or extremely difficult to ascertain.

## **5) TERM AND SCHEDULE**

- 5.1. This Contract shall become effective when approved in writing by the Curry County Board of County Commissioners in a public meeting, and the terms and conditions agreed to by the parties as set forth herein shall be binding upon and continue until terminated by either party, as set forth herein.
- 5.2. The substantial completion date for this Courthouse Project shall be 14 months from the issuance of the notice to proceed. This completion date can only be changed by an Agreement, in writing, and signed by County and Contractor.
- 5.3. Progress meetings will be held throughout the term of the Contract, initially starting bi-weekly and then once construction begins, there will be weekly progress meetings with the County, Public Services Director and Architect. Architect has authority to order minor changes in the Work not involving adjustments in the Contract Amount or the Contract Time which are not inconsistent with the intent of the contract documents. Only the County Manager, or the Board of County Commissioners acting in a public meeting, can authorize any change, alteration, modification, or substitution of the terms of this contract or any Contract Documents. No change, alteration, modification, or substitution will be valid and/or effective unless the same is signed and dated by the County Manager.
- 5.4. Contractor shall notify the County immediately in writing and no later than 72 hours of any change, incident, or circumstances that might cause a delay to the progress of the Work after the occurrence or commencement of the cause for delay. Failure by Contractor to give written notice of any delay within said time shall constitute a waiver by the Contractor of any claim for extension of the Contract time resulting therefrom. Contractor's notice shall include an estimate of the effect of the cause of delay on the progress of the Work. Neither the Contract term nor the Contract



price will be extended or increased for delays that solely result from Contractor's fault, negligence, neglect or approved in writing by the County's Architect as set forth above.

Contractor and County will meet to discuss any such change, incident or circumstance that will or might cause a delay to the progress of the work and document the same. Any extension of the Contract term or the Contract price as the result of any change, incident or circumstances that might cause a delay in the progress of the work must be approved in writing by the Architect, with the approval of the County

- 5.5. County and Contractor will make reasonable efforts to timely document and resolve any claim and/or dispute as expeditiously as possible within a reasonable time after being made aware of any claim or dispute. Contractor shall within 72 hours provide County's Manager with a written statement setting forth in detail the claim or dispute and an estimate of the effect said claim or dispute will have on the Contract price, and/or the Contract term. Contractor shall be solely responsible for providing County with all of the documentation and evidence necessary to reach a written agreement. Contractor shall notify County and provide County with any and all materials, documents, reports and other matters necessary for County to determine whether or not any changes to the Contract price and/or Contract term will be agreed upon. County and Contractor shall mutually work in good faith to reach a written agreement on any changes to the Contract price and/or the contract term as a result of any such claims and/or disputes.
- 5.6. If County agrees on any portion of a claim or dispute, but not on the full amount of the claim, the parties will proceed with adjusting the Contract and the Contract price accordingly. If Contractor and Owner are unable to resolve any dispute or claim, or portions of any dispute or claim, parties shall work toward trying to resolve the same. Contractor agrees to continue performance of the Work during the time that any claim or dispute is pending, so long as the Work requested is in reasonably foreseeable addition to the Work originally contemplated in the Contract Documents.
- 5.7. **Suspension of Work.** County may, at any time, by providing written notice to Contractor, suspend further performance of all or any portion of the Work under this Contract by Contractor. The notice shall specify the date and the estimated duration of the suspension. Upon receiving any such notice, Contractor shall promptly suspend further performance of the Work to the extent specified in the notice, and during the period of such suspension shall properly care for and protect all Work and progress and materials, supplies, and equipment that the Contractor has on hand for performance of the Work. County may, at any time, withdraw the suspension of performance of the Work as to all or part of the suspended Work by written notice to the Contractor specifying the effective date and scope of withdrawal. Upon said written notice of withdrawal, Contractor shall resume diligent performance of the Work for which the suspension is withdrawn within 15 working days.

## 6) GENERAL RESPONSIBILITIES

- 6.1. Contractor shall prepare, update and at all times maintain a project management software program for the Courthouse Project. This information will be uploaded to Contractor's "ftp" site for access by the County, County's designated Agents, representatives and/or Board of County Commissioners of Curry County and shall be based upon and reference the project management software program and schedules set forth therein. Utilizing project management software, Contractor shall prepare daily reports of ongoing activities and the status of all subcontractors, supplies and vendors. Reports shall also include a schedule of material deliveries. These reports will be uploaded to Contractor's ftp site for access by the County on a daily basis. Contractor shall be solely responsible providing and uploading said reports.
- 6.2. Contractor shall consult with Architect regarding site logistics and any changes, additions or modifications to the plan for construction access; material staging and loading; pedestrian access and safety; and compliance with relevant traffic ordinances during the construction phase.
- 6.3. Contractor shall have one of its identified Project Superintendents relocated to Clovis, New Mexico for the purpose of having a Project Superintendent available 24 hour a day to address any issue or problem that may arise or occur at the property or on the Courthouse Project until the Courthouse Project has been completed and County has signed a Certificate of Acceptance.
- 6.4. Contractor shall be solely responsible for monitoring the job site construction progress on a daily basis to ensure that all safety policies established by Contractor and all state and federal laws on construction projects are properly adhered to at all times, and that the Courthouse Project site is clean and properly maintained and secured at all times. The Courthouse Project site is an operating Courthouse. Contractor and all Subcontractors shall maintain accurate and updated inventory control measures to ensure that no tools, equipment, supplies and anything else are left on site after the activities are completed and that the grounds are cleaned and all used materials removed to the extent possible on a daily basis. The plans and specifications clearly show ways that will be used by Courthouse personnel and other on a daily basis. Contractor shall ensure that these routes remain open and unobstructed.
- 6.5. No Contractor staff or personnel or vehicles shall park at the City of Clovis Library parking on the east side of Main across from the Curry County Courthouse.
- 6.6. Contractor shall provide County and Architect reasonable access to the site. All site visits must be coordinated through Contractor's Project Manager or Superintendent. Contractor acknowledges that those personnel who work at the County Courthouse, law enforcement, lawyers, and visitors regularly enter and exit the Courthouse. These individuals are not visitors and Contractor shall schedule and perform the Work around these individuals. These deliveries shall not be interrupted by the Work. All visitors must comply with all Contractor's site, safety and security rules as well as OSHA and other state and federal laws. As a minimum, all visitors to the work site will wear appropriate personal protective gear, to include hard soled work shoes, safety glasses and a hard hat. Other PPE (Personal Protective Equipment) may be required depending on the Work activities in progress at the time of visit. Visitors shall not interact with construction personnel

other than Contractor's Superintendent and Project Manager unless they see a safety hazard which must be corrected immediately. Unless emergency or exigent circumstances are present, any safety hazard should first be reported to Contractor's representatives.

- 6.7. Throughout the Courthouse Project, Contractor shall provide any/all recommendations to the County Manager on construction feasibility; actions designed to minimize adverse effects of labor or material shortages, installation and construction completion; and factors related to construction costs, including estimates of alternative designs or materials, preliminary budgets and possible savings.
- 6.8. Contractor shall hold and conduct periodic meetings with and submit monthly written reports to County and Architect. Each report shall include, but not be limited to those Courthouse Project updates including: actual costs and progress for each reporting period; explanation of significant variations if any; any safety related incidents; Work completed; work in progress; changes in the Work or scope of Work; and any other information determined to be appropriate by County. Contractor shall also report on the schedule of material deliveries and give notice of any potential delay in obtaining the materials that might affect the term of the contract. All said reports shall be on Contractor's management software program and emailed to the County Manager at [lpyle@currycounty.org](mailto:lpyle@currycounty.org).
- 6.9. Contractor shall ensure that any and all subcontractors, suppliers and other persons/entities involved in the Courthouse Project comply with all laws, rules and regulations in effect, including, but not limited to the New Mexico Workman's Compensation laws. Contractor shall obtain or at least ensure that all permits, licenses and inspections that are necessary or required for any Work on the Courthouse Project are properly obtained and performed.
- 6.10. Contractor shall monitor and be responsible for ensuring that all subcontractors, laborers, suppliers, vendors and others are properly compensated and timely paid according to applicable federal and state laws and that any and all labor reports are timely filed.
- 6.11. Contractor shall approve and sign off on all requests for payment before they are submitted to Architect for payment. Contractor shall attach a copy of all of the payment requests and supporting documents to County. Architect has the authority to withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect County. If, in the Architect's opinion, the representations made regarding the Certificate of Payment are not satisfactory. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate of Payment for the amount for which Architect is able to make such representation to the County. Architect may also withhold a Certificate of Payment or, because of subsequently discovered evidence, may nullify the whole or a part of the Certificate of Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect County from loss if any portion of the Work is covered contrary to Architect's request or in conformance with requirements set forth in the contract documents, if requested in writing by Architect, shall be uncovered for Architect's examination and will be replaced and the Contractor's expense without change to the contract term. Any work rejected

by the Architect or failing to conform to requirements of the contract documents, whether discovered before or after substantial completion, whether or not fabricated, installed or completed shall be promptly corrected by Contractor. Any and all costs or expenses of correcting such rejected work, including additional testing and inspections, the cost of uncovering and replacement and compensation for the Architect's services and expenses made necessary thereby shall be at the Contractor's expense. All payments made to the Contractor will be signed off by the Architect prior to being paid.

- 6.12. Contractor shall ensure that each subcontractor makes prompt payment to their laborers and subcontractors as well as their suppliers for any amount owed for Work performed on the Courthouse Project within seven (7) days after payment is made by County. Should a failure by Contractor to meet this payment provision result in any additional costs, expenses or interest being incurred, such additional costs, expenses or interest shall not be added to the cost of the Work and shall not be the obligation of County.
- 6.13. Contractor is required to promptly notify and advise County regarding the possibility of any change order(s). Contractor shall advise and provide timely and detailed documentation to justify any potential change order to County on a County approved form, as well as any change orders requested by subcontractors, suppliers and/or vendors.
- 6.14. In order not to unnecessarily delay the Courthouse Project, Contractor agrees to expeditiously evaluate and coordinate with Architect on establishing a revised construction budget and time line if necessary for any change orders requested prior to submission for approval by County.
- 6.15. Contractor shall continuously monitor the Courthouse Project schedule and promptly recommend any adjustment to ensure completion of the Courthouse Project in the most expeditious manner possible. In the course of implementing and executing the Work on the Courthouse Project, Contractor will necessarily obtain knowledge of the standards that may be relevant to the Courthouse Project or to the Courthouse's operation. Contractor agrees to hold all such knowledge and information confidential. The knowledge as set forth herein shall not include information that may be available to the public.
- 6.16. Within one year of the date of substantial completion of Work. If any of the work is found to be not in accordance with the requirements of the contract documents, Contractor shall be responsible for correcting the same promptly after receipt of written notice from the County to do so. County shall give such notice promptly after discovery of condition. Contractor shall insure that all construction activities are performed efficiently and with the requisite expertise, skill, quality and competence to satisfy the requirements of this contract. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.
- 6.17. Contractor shall provide County with a minimum (1) year warranty on "the Courthouse Project", commencing on the date of substantial completion of work and running for a period of twelve (12) months thereafter. During this twelve (12) month warranty period, Contractor shall make monthly visits to the Property

provide any and all necessary and/or recurring maintenance and repair, correct and/or replace such other areas of concern as are identified in writing by County.

- 6.18. Contractor shall regularly provide the Architect and County updates for all materials ordered or necessary for the next three phases of construction. The Contractor shall keep an inventory of all materials notating which materials are on-site or have an established date when they will be delivered.

## **7) CONSTRUCTION PHASE RESPONSIBILITIES**

- 7.1. Upon commencement of the construction phase, Contractor shall organize and maintain a competent, full-time staff at the Courthouse Project site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work, and further the goals of the County and Architect. The Contractor will have a site superintendent present at the Courthouse Project at all times.
- 7.2. Contractor shall supervise and direct all Work on the Courthouse Project using the best skills and attention. Pursuant to the Contract Documents, Contractor shall be solely responsible for and shall have sole control over the construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work on the Courthouse Project.
- 7.3. Contractor shall ensure that all construction activities are performed efficiently and with the requisite expertise, skill, quality and competence to satisfy the requirements of this contract. Contractor shall at all times exercise complete and exclusive control over the means and methods, sequences and techniques all aspects of the Work.
- 7.4. Contractor shall establish and implement a program to monitor the quality of construction to guard and protect the County against defects and deficiencies in the Work. Contractor shall reject any Work and transmit to the subcontractor or supplier a notice of non-conforming Work with a copy of such notice provided to County, when it is the opinion of Contractor that the Work and/or materials does not conform to the requirements/specifications of the Contract Documents. Contractor is not authorized as part of this requirement to change, enlarge, relax, alter or release any requirements of the Contract Documents, or to approve or accept any portion of the Work not performed in accordance with the Contract Documents.
- 7.5. Contractor shall be fully responsible for the skill of any and all workers or others employed or contracted for the Courthouse Project and for providing quality of materials used for the Courthouse Project is in conformance with the Contract Documents.
- 7.6. Contractor shall implement, coordinate and oversee all inspections and third-party testing operations at the Courthouse Project and coordinate the receipt and proper distribution of any and all testing results.
- 7.7. Contractor shall ensure that all Work performed and materials provided come with written warranties and guarantees, and said written warranties and/or guarantees

all are transferred to, for and on behalf of County including but not limited to all subcontract Work and materials provided or furnished.

- 7.8. Contractor shall establish and implement a regular program to inspect the materials and the work that is being performed by Contractor and all sub-contractors. Contractor shall be responsible for ensuring that all work is done properly and in compliance with the plans and specifications. Any and all work and/or materials that are not in compliance with or otherwise do not comply with the contract documents and any work that is faulty or not in compliance with the contract documents shall be repaired or replaced within fourteen (14) days after discovery of the same unless additional time is granted by County, in writing. Contractor shall immediately notify Architect and Manager Pyle in writing within twenty-four (24) hours of discovery of any work or materials that are found to be faulty or not in strict compliance with the Contract and when the faulty work or materials have been corrected.
- 7.9. Contractor shall continuously maintain and deliver documents that describe any change or deviations from the original Construction Document that may have occurred during all phases of construction and, which reflect the actual "As Built" condition. As Built drawings will be monitored monthly by the Architect and will be a condition of County's approve of any pay application approval.

## **8) MANAGEMENT AND COMPENSATION OF SUBCONTRACTORS, SUPPLIERS AND VENDORS**

- 8.1. Contractor shall review and inspect all Work on the Courthouse Project performed Contractor and/or by subcontractors for accuracy, completeness and compliance with the design specifications. Contractor shall ensure that any and all testing is obtained and the results thereof are within the prescribed or accepted limits.
- 8.2. As part of the management of subcontractors, suppliers and vendors, Contractor shall develop and implement a system of cost control which is acceptable to County. Contractor shall be responsible for identifying variances between actual and estimated costs and report all variances to County.
- 8.3. Contractor shall develop and provide schedules, prepare construction estimates, perform construction review, analyze alternate designs, coordinate and communicate the activities of all of the subcontractors, suppliers and vendors.
- 8.4. Contractor shall include in its subcontractor bid documents, the following requirements:
  - A) For any contract Work in excess of \$60,000.00, the subcontractor shall be registered with the State of New Mexico Workforce Solutions Department;
  - B) All subcontractors with work estimated to be in excess of \$50,000.00 or more will be required to present prequalification statements developed by Contractor in collaboration with County, to confirm that said subcontractor is a responsible bidder or a responsible offer or with experience, resources and expertise to perform the Work. Contractor shall review contractor's qualifications and pricing with County and architect to determine the capabilities and stability of the subcontractors. If it is determined to be in the best interest of County, a bid bond will be requested from the subcontractor in question.

- C) All subcontractor bidders shall provide documentation showing that they possess experience with projects of a similar nature and scope.
  - D) Insurance coverage in an amount deemed appropriate by Contractor.
- 8.5. Contractor shall be responsible to ensure that all subcontractors comply with the terms of this Contract and file any and all paperwork, reports, and other information as may be required by the State of New Mexico, City of Clovis, or other agencies, in a timely manner.
- 8.6. Contractor acknowledges that New Mexico Wage decision CV-21-1273-B applies to all work performed on this Courthouse Project.
- 8.7. Per New Mexico State Executive Order #2007-049 effective July 1, 2008, the following is mandated for all Subcontractors: If the Contractor currently has, or grows to, six (6) or more New Mexico employees, who work, or who are expected to work an average of at least twenty (20) hours per week over a six (6) month period during the term of this contract, the Contractor must agree to: A. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer the health insurance to those employees if the expected annual value and the aggregate of any and all contracts between Contractor and Curry County exceed One Million Dollars (\$1,000,000) or; B. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer the health employees to those employees no later than July 1, 2009 if the expected annual value and the aggregate of an and all contracts between Contractor and Curry County exceed Five Hundred Thousand Dollars (\$500,000) or; C. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected value and the aggregate of any and all contracts between Contractor and Curry County exceed Two Hundred Fifty Thousand Dollars (\$250,000). Bidder must agree to maintain:
- A) record of the number of employees who have accepted health insurance;
  - B) decline health insurance due to other health insurance coverage already in place; or
  - C) decline health insurance for other reasons.
- 8.8. These records are subject to review and audit by a representative of Curry County. Seller must agree to advise all employees of the availability of the State publicly financed healthcare coverage programs by providing each employee with, as a minimum, the following website link to additional information: **<http://www.insurenewmexico.state.nm.us/>**.
- 8.9. Contractor shall obtain from each subcontractor, supplier or vendor, a written release of lien or partial release of lien with respect to each request for payment which covers and applies to the Work done, supplies or materials provided, and/or the period for which payment is being requested.
- 8.10. It shall be Contractor's responsibility, and not County or Architect's responsibility, to investigate, determine and ensure that all amounts submitted for compensation for payment are valid and reflect the actual Work done during the period for which payment is requested, or reflects any items, materials, fixtures or supplies actually provided during the period of which payment is requested.

- 8.11. County shall not pay, and Contractor shall not submit to County for payment, any billing, invoice or claim for wages, equipment or supplies above the amount approved for said item(s), sub-contract or Work. Prior to final payment for any sub-contract, invoice or billing, Contractor shall ensure that all necessary as built, warranty letters, operations and maintenance manuals, owner training, lien waivers or releases have been obtained. Contractor shall immediately notify County of any and all liens that may be filed with regard to the Courthouse Project or any Work, material or item used or implemented therein. Contractor shall also notify County, in writing, of any and all requests for payment or compensation above or in excess of any approved amount.
- 8.12. Contractor shall comply and shall use reasonable efforts to cause all subcontractors to comply with applicable laws, including, but not limited to New Mexico Workman's Compensation laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.
- 8.13. Contractor shall establish a suitable, secure and appropriate location for the safe and secure storage of subcontractor's materials and equipment at the worksite.
- 8.14. Only those materials and equipment that are actually delivered and utilized, or are securely stored at the construction site, for subsequent incorporation into the Work or, if approved in advance by County, suitably stored off the construction site in a bonded facility, shall be paid for by County.

**9) CONTRACT CHANGES BY OWNER**

- 9.1. Work shall be subject to change by additions, deletions, or revisions made by Owner. Owner shall notify Contractor of such change by delivery of additional and/or revised drawings, specifications, exhibits, or written order.
- 9.2. Whenever the Work is changed by addition, deletion, or revision by Owner, an equitable adjustment in the Contract price or the Contract time is appropriate. Contractor shall submit to Architect and the Owner within a reasonable time, a detailed estimate with supporting calculations and pricing together with any adjustments to the Contract price and the Contract time. Pricing and compensation for the adjustment shall be made through mutual agreement between the parties; however, to the extent that such pricing is inapplicable, the cost of the change or the amount of the adjustment shall be determined based on the cost to the Contractor, plus reasonable amounts for overhead and profit.
- 9.3. Contractor shall not perform any change in the Work or allow any change in the Contract price or the Contract term, until and unless the County Manager or the Board of County Commissioners has approved the change order in writing. Upon receipt of such written approval from Owner, Contractor shall diligently perform the change in strict accordance with this Contract and the change order. If there will be any delay to the schedule for completion of this Contract as a result of any change order, Contractor shall immediately notify the Architect and the County Manager of the same.



## **10) MATERIALS, EQUIPMENT, LABOR, AND SUPERVISION**

- 10.1. Contractor shall provide and promptly pay the cost, including taxes, for all materials, labor, equipment, tools, water, utilities, transportation, and all other services and facilities necessary for the execution and completion of the Courthouse Project pursuant to this Contract and the construction documents. All material incorporated in the Work shall be new, and both workmanship and material should be of good quality. Contractor shall, when requested, furnish satisfactory evidence as to the kind and quality of any material.
- 10.2. Architect will regularly be visiting and inspecting the site during the course of the Work to determine in general whether the Work is being performed in a manner that is consistent with the Contract Documents. Notwithstanding any such inspections, reviews, and visits by Architect, Contractor will be held responsible for the acceptability of the finished Work and correcting and all defective Work.
- 10.3. The Contractor shall, at its own expense, keep the Work site free from accumulation of rubbish and waste materials on a regular basis. Upon completion of the Work, Contractor shall remove from the Work site all rubbish, waste materials, temporary structures, equipment, and surplus materials.
- 10.4. During the period when any work is ongoing in close proximity to areas of ingress and egress from the Courthouse or Work site, Contractor shall give advance notice to the County Manager and further, shall provide personal protective safety equipment to all County staff, law enforcement, and inmates to protect their health crossing through that area.

## **11) Material Escalation**

- 11.1. To minimize material price increases during construction, the Contractor shall purchase materials and equipment as soon as possible while still following the submittal procedures outlined in the project manual. The Contractor shall work with their suppliers and subcontractors to lock in bid prices. In the event of a product cost increase, each escalation request must be timely submitted for review to the County Public Services Director on an individual basis. This measure is not intended to allow any increase in profit margin and is solely intended to allow compensation for actual cost increases directly related to bid items.
- 11.2. To facilitate prompt consideration, any request for price increase must include all of the following information:
  - Contract Item Number
  - Current Item Price
  - Proposed New Price
  - Percentage of Increase
  - Mill/Supplier notification of price increase indicating percentage of increase including justification for increase
- 11.3. The Curry County Public Services Director upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the Board of County Commissioners. The final determination

on the approval or disapproval of the escalation request will be made by the Curry County Board of County Commissioners.

## **12) PAYMENTS**

- 12.1. Based upon Applications for Payment submitted to the Architect by Contractor and Certificates for Payment issued by the Architect, County shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 12.2. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- 12.3. Provided that an Application for Payment is received by the Architect not later than the last day of a month, County shall make payment of the amount certified to the Contractor not later than the 30th day of the month.
- 12.4. Each Application for Payment shall be verified by Contractor and based on the most recent approved schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 12.5. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by each Application for Payment and supported by data substantiating Contractors right to payment.

The amount of each progress payment shall include:

- A) That portion of the Contract Sum properly allocable to completed Work;
- B) That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by County, suitably stored off the site at a location agreed upon in writing; and
- C) That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

The amount of each progress payment shall then be reduced by:

- A) The aggregate of any amounts previously paid by County;
- B) The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment or partial payment;
- C) Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- D) On the basis of reasonable and verifiable evidence, Architect and/or Owner may withhold from any payment such amounts as may be necessary for protection against loss caused by (a) defective Work not remedied or (b)

failure of the Contractor to make payments properly to Sub-Contractors or for material or labor. When these grounds are removed or the Contractor provides surety bond or other security to protect County in the amount withheld, payment shall be made of the amount withheld.; and

- 12.6. Except with the County's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
- 12.7. All Work, materials, and equipment covered by an application for payment will pass to County free and clear of all liens, claims, security interests, or encumbrances upon payment by County.
- 12.8. Final payment shall be made by County to Contractor when:
  - A) This contract and the Courthouse Project have been fully performed by Contractor and the Courthouse Project accepted by County in accordance with this document, with the exception of Contractor's ongoing responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment.
  - B) A final application for payment, including an extended final release for payments of materials and services rendered, in a form acceptable to County, and a final accounting for the cost of Work have been submitted by Contractor and reviewed and approved by County and Architect.
  - C) A certificate of compliance has been issued along with the certificates of acceptance by County.
  - D) Any and all requirements set forth in this contract or in other documents executed by and between the parties have been fully satisfied.
  - E) Consent of Surety to Final Payment, if applicable.
- 12.9. Upon Final Completion, and acceptance of the Work, County shall pay Contractor all amounts remaining to be paid under the Contract, less any amounts the Owner is entitled to retain under the Contract.

### **13) DISPUTE RESOLUTION**

- 13.1. Any dispute pertaining to any of the Contract Documents or specifications will be presented by Contractor to the Architect for review. The Architect, shall have full authority to negotiate any minor dispute that does not reduce or decrease the quality of the material, product, or Work to be performed and which does not increase the Contract budget or extend the Contract term. Any dispute that involves or affects the quality of materials provided, involves a question of Courthouse standards or requirements, increases the overall Contract price of the Contract, or extends the period of the Contract must be approved in writing by the Board of County Commissioners.

### **14) INSURANCE**

- 14.1. County is a New Mexico governmental entity and as such, has insurance covering the County property including the County Courthouse. County also has insurance in place to cover exposure County may have as a result of its operation of the Courthouse.

14.2. **Certificates of Insurance.**

The Contractor shall provide certificates of insurance acceptable to County evidencing compliance at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until expiration of the period for correction of Work.

14.3. **Deductibles and Self-Insured Retentions.**

The Contractor shall disclose to County any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

14.4. **Additional Insured Obligations.**

To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) County, the Architect, and the Architect's consultants as additional insured's for claims cause in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) County as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the County 's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

14.5. **Contractor's Required Insurance Coverage.**

The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in New Mexico where the Courthouse Project is located. The Contractor shall maintain the required insurance until the expiration of one (1) full year after substantial completion, unless a different duration is stated below:

14.6. **Commercial General Liability**

Commercial General Liability insurance for the Courthouse Project written on an occurrence form with policy limits of not less than \$2,000,000.00 each occurrence, \$10,000,000.00 general aggregate, and \$2,000,000.00 aggregate for products-completed operations hazard, providing coverage for claims including:

- A) Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- B) Personal injury and advertising injury;
- C) Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- D) Bodily injury or property damage arising out of completed operations;
- E) and
- F) The Contractor's indemnity obligations under the General Conditions.

The policy must include the interests of the owner, contractor, and sub- contractors of all tiers.

- 14.7. The Contractor's Commercial General Liability policy under this Section shall not contain an exclusion or restriction of coverage for the following:
- A) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
  - B) Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
  - C) Claims for bodily injury other than to employees of the insured.
  - D) Claims for indemnity arising out of injury to employees of the insured.
  - E) Claims or loss excluded under a prior Work endorsement or other similar exclusionary language.
  - F) Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
  - G) Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a Courthouse Project.
  - H) Claims related to roofing, if the Work involves roofing.
  - I) Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
  - J) Claims related to earth subsidence or movement where the Work involves such hazards.
  - K) Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- 14.8. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000.00 per occurrence, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.
- 14.9. The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverage's required herein, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- 14.10. Workers ' Compensation at statutory requirements.
- 14.11. Commercial General Liability with policy limits not less than \$2,000,000.00 each occurrence, and \$10,000,000.00 general aggregate policy limit.
- 14.12. If the Work involves the transport, dissemination, use, or release of pollutants, the Contractors shall procure Pollution Liability insurance, with policy limits of not less than \$2,000,000.00 per claim and \$2,000,000.00 general aggregate.

- 14.13. Contractor shall carry Builder's Risk Insurance in the minimum amount of the total contract price. Contractor and Owner shall be named as additional insured's and said policy(ies) shall cover the interests of any and all of Contractors, Sub-contractors and suppliers if their supplies, products or material have been delivered to the Construction Site or any of the designated holding/staging area. Said Builder's Risk Insurance shall cover the Counties existing buildings and structures to which the addition, alteration, improvement or repair covered in this contract. Said coverage shall include coverage for any collapse, scaffolding, construction forms, and other temporary structures; debris removal, pollutant clean-up and removal, demolition cost coverage and other general areas of coverage for all areas of Contractor's work on the Courthouse Project and any and all materials, equipment and supplies that Contractor will use at any point in the completion of the Courthouse Project as well as all of the County structures and property where said materials, equipment and supplies will be used and/or installed. Coverage on Builder's Risk Insurance shall begin prior to Contractor performing any work on the Courthouse Project and shall remain in full force and effect for a period of ninety (90) days after substantial completion unless extended by mutual agreement of County and Contractor.
- 14.14. **Contractor's Other Insurance Coverage**  
Insurance selected and described in this Section shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Courthouse Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 13.5.
- Umbrella - \$2,000,000.00 per occurrence
  - Products/Completed Operations \$1,000,000.00 single, \$2,000,000.00 aggregate
  - Personal and Advertising injury - \$1,000,000.00 per occurrence
  - Bodily Injury/Property Damage insurance (including completed operations) \$1,000,000.00 per occurrence.
- 14.15. **Performance Bond and Payment Bond**  
Contractor shall provide County with a Bid and Performance Bond in the full amount of the Contract price as set forth in Section 2.2 of this Contract. Said Bond shall be valid and remain in effect until County signs the Certificate of Acceptance on this Courthouse Project.
- 14.16. Contractor shall have County and all of the Contractor's, suppliers and sub-contractors added as named insured on all said policies and Contractor shall provide proof of insurance to County at or upon the signing and approval of this Contract or, in under no circumstances, later than the beginning of any and all Work under and/or pursuant to the terms of this Contract. Contractor shall insure that all sub-contractors have added County as a named insured on all their insurance policies.
- 14.17. Contractor shall notify County of any and all changes, modifications, terminations, or cancellations, in whole or in part, of any and all said insurance required under this Contract.

- 14.18. Contractor shall provide performance and payment bond for all sub- contractors whose contract for work to be performed on the Courthouse Project is one hundred twenty-five thousand (\$125,000.00) dollars or more, pursuant to New Mexico Statutes §13-1-148.1.

## **15) APPROPRIATIONS.**

- 15.1. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the County may immediately terminate this Agreement by giving Contractor written notice of such termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the County, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County or the Department.

## **16) TERMINATION**

- 16.1. This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the County may terminate this contract by providing contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County's only obligation shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date
- 16.2. County right to terminate prior to notice to proceed. Prior to execution of the notice to proceed, County may terminate this contract at any time without cause.
- 16.3. County's termination for convenience after notice to proceed. After the notice to proceed is executed by both parties, this contract may be terminated by County for convenience. Contractor shall be entitled to payment for all Work completed, prorated to the date of termination, plus Contractor's prorated fee based on the actual Work completed through date of termination, but in no event in excess of the total fee established herein.
- 16.4. Termination for cause. Upon a material breach of the terms of this contract, or failure to satisfactorily comply with the material terms and conditions of this contract, either party shall give written notice to the other of their intent to terminate this contract for cause. The party shall notify the other in writing of the alleged material defect and provide written explanation of the same. Upon receipt of said notice of intent to terminate, the alleged defaulting party shall have fifteen (15) days within which to notify the non- defaulting party of their attempt to cure default. Thereafter, both parties shall meet and attempt to reach an agreement regarding cure and resolution of any and all defaults and/or alleged defaults. Any such resolution shall be in writing, acknowledged by both parties, and shall become an addendum to this contract. Neither party shall be required to agree to any resolution which violates, circumvents or otherwise alters the terms and conditions

of this agreement, unless adequate compensation and/or consideration is provided for the same.

- 16.5. If no resolution of the alleged default is reached within fifteen (15) days after the defaulting party provides notice to the non-defaulting party, either party may terminate and cancel this agreement if, the non-defaulting party has not attempted to negotiate, in good faith, with the alleged defaulting party regarding a cure or resolution of the same. Upon termination, the amount, if any, to be paid to Contractor shall be a prorated amount based upon the satisfactory Work that has been accepted by County through date of termination pursuant to the terms of this contract.

## **17) ENTIRE AGREEMENT**

- 17.1. This Contract may only be amended by written document signed by the Board of County Commissioners in a public meeting and Contractor. In the event there is any dispute or if any document incorporated into this agreement is inconsistent with the terms of this Contract, this Contract and the terms herein shall govern.

## **18) GROSS RECEIPTS TAX**

- 18.1. Contractor will collect gross receipts tax at the City of Clovis tax rate on 100% of construction costs and invoice the County for 100% at the rate in effect at the time of the invoice.

## **19) RECORDS**

- 19.1. Curry County is using Legislative funds to pay the construction cost and all records and documents need to be kept by Contractor for the life of the bond, which is approximately 10 years. Upon written request, Contractor shall at any time in the future, provide County with copies of any requested documents pertaining to this Contract, Contractor's performance hereunder.
- 19.2. Contractor shall maintain detailed time records which indicate the date, time and nature of any and all services rendered. These records shall be subject to inspection by the County, the New Mexico Department of Finance & Administration and the State Auditor.

## **20) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

- 20.1. 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, Contractor agrees to assure that no person shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if Contractor has 50 or more employees, spousal affiliation, or, if Contractor has 15 or more employees, 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 Contract. If Contractor is found not to be in compliance with these requirements during the term of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.



## **21) CONFLICTS**

- 21.1. Contractor represents to County that the services to be provided to County pursuant to this Agreement are not in violation of or contrary to the terms and the provisions of the New Mexico Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 2008. Contractor also agrees that in the performance of this contract shall comply with those terms and conditions set forth in said Governmental Conduct Act that apply or may apply to those services provided by Contractor to County pursuant to this Agreement.

## **22) DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES**

- 22.1. All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by County will be kept confidential and Contractor will not disclose to any other party, directly or indirectly, without County's prior written consent unless required by lawful order.
- 22.2. Any and all contracts, drawings, specifications, plans and other documents prepared by County or architect, together with copies thereof furnished to Contractor, are for the sole use of Contractor with respect to this Courthouse Project. All such documents are not the property of Contractor and shall not be used by Contractor, any of the subcontractors, or suppliers on any other Courthouse Project without the specific prior written consent of the County and architect.
- 22.3. All technical data, electronic files, products developed, operational parameters, blueprints, and other information and Work of Contractor shall be the sole property of County and shall be delivered to County when requested and at the end of the Contract.

## **23) INDEPENDENT CONTRACTOR**

- 23.1. Contractor is, and at all times throughout the term of this Contract, be acting as an independent contractor, and not an agent, employee or representative of County and, Contractor shall be responsible for the management of its business affairs. In the performance of the Work under this Contract, Contractor will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of County. Without limitation upon the foregoing, Contractor shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of County. Contractor will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither County, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which Contractor accomplishes and performs its services. Nevertheless,

Contractor shall be bound to fulfill the duties and responsibilities contained in the Contract.

- 23.2. Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of, nor have any contractual relationship with County. Contractor, consistent with its status as an independent Contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of County by reason of this Contract.
- 23.3. To the extent that Contractor employs any employees, Contractor shall be solely responsible for providing its own form of insurance for its employees and in no event, shall Contractor's employees be covered under any policy of County.

#### **24) NO JOINT VENTURE OR PARTNERSHIP**

- 24.1. Nothing contained in this Contract shall create any partnership, association, joint venture, fiduciary or agency relationship between Contractor and County. Except as otherwise specifically set forth herein, neither Contractor nor County shall be authorized or empowered to make and representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

#### **25) CONFLICT OF INTEREST: GOVERNMENTAL CONDUCT ACT**

- 25.1. Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. Contractor certifies that the requirements of the Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978 regarding contracting with a public officer or state employee, or former state employee, have been followed.

#### **26) DISCLAIMER**

- 26.1. County, by entering into this contract, shall not assume or otherwise be held liable for any act or omission of Contractor or any of its agents, employees and/or representatives in their performance or fulfillment of the terms and obligations of this contract.

#### **27) PENALTIES FOR VIOLATION UNDER LAW**

- 27.1. In addition to the Governmental Conduct Act, 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.

#### **28) ASSIGNMENT**

- 28.1. Contractor shall perform all the services under this Contract and shall not assign any interest in this Contract or transfer any interest in same or assign any claims for money due or to become due under this Contract without the prior written consent of County.

### **29) FORCE MAJEURE**

- 29.1. Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, fires, floods, sabotage, riots, wars, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

### **30) INDEMNITY AND LIMITATION**

- 30.1. Contractor shall indemnify, defend, and hold harmless County from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent, intentional and/or criminal acts, errors, or omissions of Contractor, its officers, employees, agents, or representatives in the performance of services under this Contract.

### **31) APPLICABLE LAW**

- 31.1. Contractor, by submitting its response to the County and entering into this contract, consents and acknowledges that this contract and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Contractor also stipulates and agrees that by submitting its response and doing business in Curry County, venue for any legal proceeding shall be in Clovis, in the Ninth Judicial District Court.

### **32) BREACH**

- 32.1. In the event Contractor breaches any obligation contained in this Contract, prior to instituting any action or dispute resolution procedure, County shall give Contractor written notice of such breach. In the event Contractor fails to remedy the breach within five (5) working days of receiving such written notice, County, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy Contractor's breach and recover any and all costs and expenses in so doing from Contractor.

### **33) DISPUTE RESOLUTION**

- 33.1. In the event that a dispute arises between County and Contractor under this Contract, or as a result of breach of this Contract, the parties agree to act in good faith to attempt to resolve the dispute.

**34) NOTIFICATION**

34.1. All notice required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

To: Curry County  
Attn: Lance Pyle, County Manager  
417 Gidding Street, Ste. 100  
Clovis, NM 88101

To Contractor: COMPANY NAME  
Attn: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**35) SCOPE OF CONTRACT**

35.1. This Contract, together with all documents referenced in here and otherwise incorporated in this Contract, incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written Contract. No prior agreement or understanding, verbal or otherwise, of their parties or their agents shall be valid or enforceable unless embodied in this Contract.

**36) COMPLIANCE**

36.1. Contractor shall be responsible and accountable for ensuring compliance with 11.1.2 NMAC of its agents, subcontractors and suppliers. Per 11.1.2.9 B (3) NMAC, the Contractor or its agent shall provide the Notice of Award and subcontractors lists to the New Mexico Department of Workforce Solutions (NMDWS), Labor and Industrial Bureau promptly after award of the Courthouse Project. Per 11.1.2.9 C (1) NMAC, the Contractor is required to obtain the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid from the general Contractor and all subcontractors. Payments are not to be made until the intent form is filed. Per 11.1.2.9 B (6) the Contractor is required to obtain certified payroll records from the general Contractor for all subcontractors on a bi-weekly basis. The Contractor must present the documents to the NMDWS, Labor and Industrial Bureau upon request by the Director or designee.

**CONTRACTOR**

**CURRY COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Lance Pyle, County Manager

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

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

APPROVED FOR LEGAL SUFFICIENCY:

---

Stephen Doerr, County Attorney



LABOR RELATIONS DIVISION  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
Phone: 505-841-4400  
Fax: 505-841-4424

WWW.DWS.STATE.NM.US

## PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the state of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

### Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

### General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, to the contracting agency within 3 (three) days of award.
- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.



**LABOR RELATIONS DIVISION**  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
Phone: 505-841-4400  
Fax: 505-841-4424

[WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US)

## **Subcontractor**

- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

## **Additional Information**

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

## **CONTACT INFORMATION**

Contact the Labor Relations Division for any questions relating to Public Works projects by email at [public.works@state.nm.us](mailto:public.works@state.nm.us) or call (505) 841-4400.



## TYPE "B" – GENERAL BUILDING

Please refer to the base and fringe rate columns that pertain to the date your wage decision was approved. For instance, if your wage decision was approved on April 1, 2021, you will use the rates in the first two columns. If your wage decision was approved on May 10, 2021, use the third and fourth columns.

Trade Classification	Effective January 1, 2021 Through May 4, 2021		Effective May 5, 2021		Effective January 1, 2020 Through December 31, 2021
	Base Rate	Fringe Rate	Base Rate	Fringe Rate	Apprent iceship
<b>Asbestos Workers/Heat and Frost insulators</b>	33.01	12.06	32.26	12.06	0.60
<b>Asbestos Workers/Heat and Frost insulators-Los Alamos County</b>	35.44	12.06	34.69	12.06	0.60
<b>Boilermaker/ blacksmith</b>	34.97	28.85	34.97	28.85	0.60
<b>Bricklayer/Block layer/Stonemason</b>	24.97	9.50	24.46	8.81	0.60
<b>Carpenter/Lather</b>	25.63	11.74	24.63	11.24	0.60
<b>Carpenter-Los Alamos County</b>	28.37	13.44	27.80	13.19	0.60
<b>Millwright/ pile driver</b>	33.16	27.24	33.16	25.24	0.60
<b>Cement Mason</b>	21.07	10.33	21.07	10.33	0.60
<b>Electricians-Outside Classifications- Zone 1</b>					
Ground man	23.74	13.16	23.27	12.67	0.60
Equipment Operator	34.06	15.94	33.39	15.35	0.60
Lineman/Tech	40.07	17.57	39.28	16.91	0.60
Cable Splicer	44.08	18.65	43.21	17.95	0.60
<b>Electricians-Outside Classification: Zone 2</b>					
Ground man	23.74	13.16	23.27	12.67	0.60





Equipment Operator	34.06	15.94	33.39	15.35	0.60
Lineman/ technician	40.07	17.57	39.28	16.91	0.60
Cable Splicer	44.08	18.65	43.21	17.95	0.60
<b>Electricians-Outside Classifications: Los Alamos</b>					
Ground man	24.42	13.34	23.94	12.85	0.60
Equipment Operator	35.04	16.21	34.35	15.60	0.60
Lineman/ Technician	41.22	17.88	40.41	17.21	0.60
Cable Splicer	45.34	18.99	44.45	18.28	0.60
<b>Electricians-Inside Classifications: Zone 1</b>					
Wireman/ low voltage technician	33.65	12.01	32.70	11.18	0.60
Cable Splicer	37.02	12.11	35.97	11.28	0.60
<b>Electricians-Inside Classification: Zone 2</b>					
Wireman/ low voltage technician	36.68	12.10	35.64	11.27	0.60
Cable Splicer	40.04	12.20	38.91	11.37	0.60
<b>Electricians-Inside Classification: Zone 3</b>					
Wireman/ low voltage technician	38.70	12.16	37.61	11.33	0.60
Cable Splicer	42.06	12.26	40.88	11.43	0.60
<b>Electricians-Inside Classification: Zone 4</b>					
Wireman/ low voltage technician	42.40	12.27	41.20	11.44	0.60
Cable Splicer	45.75	12.37	44.47	11.53	0.60
<b>Electricians-Inside Classification: Los Alamos</b>					
Wireman/ low voltage technician	38.70	14.09	37.61	13.21	0.60
Cable Splicer	42.06	14.36	40.88	13.47	0.60
<b>Elevator Constructor</b>	43.25	36.37	43.80	35.25	0.60



<b>Elevator Constructor Helper</b>	36.19	36.37	35.04	35.25	0.60
<b>Glazier</b>					
Journeyman/ Fabricator	20.50	6.20	20.25	5.35	0.60
Delivery Driver	9.00	5.35	9.00	5.35	0.60
<b>Ironworker</b>	27.35	17.49	27.00	15.75	0.60
<b>Painter (Brush/Roller/Spray)</b>	17.25	7.75	17.00	6.88	0.60
<b>Paper Hanger</b>	17.25	7.75	17.00	6.88	0.60
<b>Drywall- Light Commercial &amp; Residential</b>					
Ames tool operator	25.63	7.60	25.08	7.10	0.60
Hand finisher/machine texture	24.63	7.60	24.08	7.10	0.60
<b>Plasterer</b>	23.56	9.39	23.17	8.99	0.60
<b>Plumber/Pipefitter</b>	31.52	12.90	30.76	11.62	0.60
<b>Roofer</b>	25.74	7.97	25.23	7.97	0.60
<b>Sheet metal worker</b>					
Zone 1	33.38	17.64	31.03	17.26	.60
Zone 2 – Industrial	34.38	17.64	32.03	17.26	.60
Zone 3 – Los Alamos	35.38	17.64	33.03	17.26	.60
<b>Soft Floor Layer</b>	20.30	8.10	19.94	7.70	0.60
<b>Sprinkler Fitter</b>	31.57	23.46	30.90	22.29	0.60
<b>Tile Setter</b>	24.46	8.81	24.46	8.81	0.60
<b>Tile Setter Helper/Finisher</b>	16.53	8.81	16.53	8.81	0.60
<b>Laborers</b>					
Group I- Unskilled and semi-skilled	18.25	7.12	17.50	6.27	0.60
Group II- Skilled	19.25	7.12	18.50	6.27	0.60
Group III- Specialty	21.50	7.12	20.75	6.27	0.60
<b>Masonry Laborers</b>					
Group I- Unskilled and Semi-Skilled	18.75	7.34	18.00	6.27	0.60



Group II- Skilled	20.50	7.34	19.75	6.27	0.60
Group III- Specialty	21.00	7.34	20.25	6.27	0.60
Reinforcing iron workers and post tension	24.75	7.12	24.00	6.27	0.60
<b>Operators</b>					
Group I	21.96	7.47	20.95	7.27	0.60
Group II	24.12	7.47	23.11	7.27	0.60
Group III	24.58	7.47	23.57	7.27	0.60
Group IV	25.02	7.47	24.01	7.27	0.60
Group V	25.21	7.47	24.20	7.27	0.60
Group VI	25.42	7.47	24.41	7.27	0.60
Group VII	25.53	7.47	24.52	7.27	0.60
Group VIII	28.58	7.47	27.56	7.27	0.60
Group IX	30.96	7.47	29.95	7.27	0.60
Group X	34.36	7.47	33.35	7.27	0.60
<b>Truck Drivers</b>					
Group I-VII	16.65	8.27	16.45	7.87	0.60
Group VIII	16.71	8.27	16.51	7.87	0.60
Group IX	18.65	8.27	18.45	7.87	0.60

**NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE according to the particular trade. Details are located in a PDF attachment at [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US). Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.**

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at [www.dws.state.nm.us](http://www.dws.state.nm.us).