REQUEST FOR PROPOSALS NO.: P-360  
TITLE: Design Professional Services, Multiple Renovation Projects-A, SB, J, SV

DUE DATE AND TIME: 
On Or Before: April 25, 2014, 3:00 p.m. MOUNTAIN TIME

SUBMITTAL TYPE: Sealed Response. Responses sent by fax or email will not and CANNOT be considered for award.

NUMBER OF RESPONSES REQUIRED: One (1) Original and Five (5) Copies

MANDATORY PRE-PROPOSAL MEETING 
DATE: April 11, 2014, 9:00–10:30 AM 
Location: CNM’s LSA Building, Room 103 
525 Buena Vista Dr. SE

NOTE: Attendance at this meeting is MANDATORY. Only those Offerors who attend this meeting may submit a response to this RFP.

BUYER: Keith Adams
Phone: 505-224-4546, Fax: 505-224-4548
Email Address: jadams49@cnm.edu

FREIGHT TERMS: FOB Destination Freight Included

PAYMENT TERMS: Net 30 Days

TABLE OF CONTENTS:

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION A</td>
<td>Proposal Submission Requirements, Instructions &amp; Tentative Schedule</td>
</tr>
<tr>
<td>SECTION B</td>
<td>Standard Proposal Terms and Conditions</td>
</tr>
<tr>
<td>SECTION C</td>
<td>CNM General Terms and Conditions</td>
</tr>
<tr>
<td>SECTION D</td>
<td>Scope of Services and Evaluation Criteria</td>
</tr>
<tr>
<td>SECTION E</td>
<td>Signature of Firm’s Authorized Representative</td>
</tr>
<tr>
<td>SECTION F</td>
<td>Debarment/Suspension Status &amp; Non-Collusion Affidavit Form</td>
</tr>
<tr>
<td>SECTION G</td>
<td>New Mexico Resident and Resident Veteran Preference Certification</td>
</tr>
<tr>
<td>EXHIBIT A</td>
<td>Campaign Contribution Disclosure Form</td>
</tr>
<tr>
<td>EXHIBIT B</td>
<td>Insurance Requirements (TO BE PROVIDED ONLY UPON REQUEST BY CNM)</td>
</tr>
<tr>
<td>EXHIBIT C</td>
<td>CNM’s Confidentiality Agreement</td>
</tr>
<tr>
<td>EXHIBIT D</td>
<td>PROJECT 1, SCOPE OF WORK, MAIN CAMPUS, BUILDING “A” RENOVATION</td>
</tr>
<tr>
<td>EXHIBIT E</td>
<td>PROJECT 2, SCOPE OF WORK, MAIN CAMPUS, SMITH BRASHER HALL RENOVATION</td>
</tr>
<tr>
<td>EXHIBIT F</td>
<td>PROJECT 3, SCOPE OF WORK, MONTOYA CAMPUS, BUILDING “J” RENOVATION</td>
</tr>
<tr>
<td>EXHIBIT G</td>
<td>PROJECT 4, SCOPE OF WORK, SOUTH VALLEY CAMPUS RENOVATION</td>
</tr>
<tr>
<td>ATTACHMENT A</td>
<td>MASTER DEFINITION LIST</td>
</tr>
<tr>
<td>ATTACHMENT B</td>
<td>AGREEMENT BETWEEN OWNER &amp; DESIGN PROFESSIONAL, PART A</td>
</tr>
<tr>
<td>ATTACHMENT C</td>
<td>AGREEMENT BETWEEN OWNER &amp; DESIGN PROFESSIONAL, PART B, GENERAL CONDITIONS</td>
</tr>
<tr>
<td>ATTACHMENT D</td>
<td>DESIGN PROFESSIONAL ADDITIONAL SERVICES PROPOSAL/AMENDMENT FORM, see Additional Services</td>
</tr>
<tr>
<td>ATTACHMENT E</td>
<td>LINK TO CISM: <a href="http://www.cnm.edu/depts/cit/aboutcit/InfrastructureCISSdownload.php">http://www.cnm.edu/depts/cit/aboutcit/InfrastructureCISSdownload.php</a></td>
</tr>
<tr>
<td>ATTACHMENT F</td>
<td>BOILERPLATE OF GENERAL CONDITIONS FOR CONSTRUCTION BETWEEN THE OWNER &amp; THE CMAR</td>
</tr>
<tr>
<td>ATTACHMENT G</td>
<td>AFFIDAVIT FORM</td>
</tr>
</tbody>
</table>
SUBMISSION REQUIREMENTS:

Central New Mexico Community College (CNM) invites you to submit an offer for the services specified in this Request for Proposals. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this Request for Proposals may result in your proposal being declared non-responsive. The purchase of materials and or services awarded under this Request is subject to CNM’s General Terms and Conditions as well as all statements contained in this Request for Proposals.

There are four (4) individual renovation Projects (hereinafter “Project” or “Projects”) whose Scopes of Work are outlined in Exhibits D through G found within this RFP. CNM intends to enter into an “Agreement Between the Owner and the Design Professional Where the Owner will use the Construction Manager at Risk Delivery Method” with the successful awardees of Projects under this procurement. The Agreement, General Conditions and Attachments can be viewed at the CNM website at www.cnm.edu/purchasing, under RFP # P-360.

CNM desires to use the Construction Manager at Risk method for the construction of the Projects or other method permissible under the New Mexico State Procurement Code to the extent they are not inconsistent with any provisions of this Request for Proposal.

Each Offeror, by submitting a response, represents that the Offeror has read and completely understands the request for qualifications documents and agrees to abide by the terms of this RFP and any resulting agreement(s). Failure of the selected Offeror to fulfill the provisions of this request for qualifications shall in no way relieve the obligation of the Offeror to furnish all services necessary to carry out the provisions of any resulting agreement(s).

The terms and conditions of the Request for Proposals shall remain unchanged for the duration of any resultant agreement(s) and shall supersede and take precedence over any vendor agreement forms. Additional or different terms proposed by the Offeror are hereby rejected unless agreed to in writing by CNM. The New Mexico criminal law prohibits bribes, gratuities and kickbacks (13-1-28 through 13-1-199, NMSA 1978).

Should an Offeror object to any of the terms and conditions of this RFP, the Offeror must expressly identify any and all exceptions to this Proposal’s scope of work, terms and conditions in their proposal response to receive consideration, and propose specific alternative language. CNM may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions are not acceptable to CNM and will result in disqualification of the Offeror’s proposal. The final terms and conditions of any resultant agreement may differ from those provided herein. The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal will be incorporated into and become part of the agreement.

Any and all clarifications of instructions, specifications, scope, requirements, terms and conditions, insurance, bonds, or proposal preparation, etc. shall be made only by the Buyer listed above. All requests for clarification or exception to instructions, terms and conditions, specifications, requirements, scope, insurance, bonds, or proposal preparation, etc. should be made in writing, addressed to the Buyer listed above, and submitted no later than five (5) calendar days prior to the proposal due date. Technical questions concerning the scope(s) of work, CNM’s requirements, needs or expectations and the Offeror’s requirements, needs or expectations must be directed to the technical clarification contact listed above. If a technical clarification contact is not listed above, then all such questions must be directed to the Buyer listed above. If appropriate, in CNM’s sole judgment, CNM Purchasing may issue a written amendment or addendum which shall thereafter become part of this Request for Proposals. It is the Offerors’ responsibility to monitor CNM’s website to check for amendments/addenda to this RFP (the RFP and any associated amendments/addenda can be found at http://www.cnm.edu/depts/purchasing/request-for-proposals, under P-360). No oral interpretations shall be binding upon CNM unless reduced to a written amendment issued by CNM Purchasing prior to the proposal due date and time. Your reliance on any such oral interpretations shall be deemed to be unreasonable.
CNM is not responsible for representations made by any of its officers or employees prior to the execution of any resulting agreement(s) unless such understanding or representation is included in the RFP or in subsequent written amendments/addenda or responses provided to all Offerors by CNM’s Purchasing Department. CNM is responsible only for that which is expressly stated in the solicitation document and any authorized amendments/addenda thereto. Any cost incurred by the Offeror in preparation, transmittal or presentation of any proposal or material submitted in response to the RFP shall be borne solely by the Offeror.

Offeror shall not be an employee of CNM and is responsible for federal and state payroll and service taxes such as social security, unemployment and gross receipts taxes. Service required by this RFP for which the successful Offeror does not identify cost will be borne at the Offeror’s expense and will not be charged to CNM.

INSTRUCTIONS:

To submit a proposal, provide a type written document that takes into consideration the requirements for all the scopes of work/services and specifications outlined for the four separate renovation Projects found in Exhibits D, E, F and G. It is CNM’s intent to determine the most qualified Offerors that will be able to provide the required services for the Projects as outlined in Exhibits D through G. CNM’s asks that Offerors submit one generic response that takes into consideration all of the requirements for all four Projects in aggregate rather than a response for singular Projects as found in Exhibits D through G. There is no need to make a specific reference to any specific requirement in any individual Project, however, Offeror may convey its qualifications and expertise in regard to any requirement(s) that it feels is necessary to adequately demonstrate its ability to perform such requirement(s).

The four Projects’ scopes of work are provided in Exhibits D through G in an effort to provide all Offerors a comprehensive understanding of CNM’s requirements for all of the Projects. This will allow an Offeror’s response to this RFP to be crafted with as much information as possible concerning the aggregate Work that will be performed for all Projects. Unsigned responses to Section E: Signature of Firm’s Authorized Representative and Section F: Debarment/Suspension Status & Non-Collusion Affidavit Form will be rejected as a material failure.

CNM does not desire responses with fancy binders, binding, or sales literature. Instead, Offerors’ proposals should be organized in a format that promotes the easy and clear evaluation of your proposal. To this end, the organization of your proposal should generally follow the Request for Proposals’ organization so that the Request and your proposal can be cross-referenced during the evaluation process. Likewise, information in your proposal should be presented in same order as the pertinent provisions of the Request for Proposals, referencing sections of the Request on any and all attachments that you include with your proposal. Each original proposal must be signed in ink by an authorized representative of your firm. All corrections shall be initialed in ink by the person signing the proposal. The contents of the selected proposal may become part of any resultant award. If you wish to offer more than one proposal to any particular project, clearly label the top as an alternate proposal and submit all responses in the same envelope as the original proposal. Submit the number of copies of your proposal as specified above. Each copy shall include all supporting documentation. Failure to submit the required number of copies may result in your proposal being considered non-responsive.

1. REQUIRED SUBMITTAL DOCUMENTS NEEDED WITH YOUR SEALED RESPONSE:
   a. OFFEROR’S SECTION D, EVALUATION CRITERIA, Paragraph 6.1 through 6.6, Sections I-VI
   b. SECTION E: Signature of Firm’s Authorized Representative
   c. SECTION F: Debarment/Suspension Status & Non-Collusion Affidavit Form
   d. EXHIBIT A: Campaign Contribution Disclosure Form
   e. ATTACHMENT G: Affidavit Form
   f. EXHIBIT B: Insurance Requirements (ONLY UPON REQUEST BY CNM)
   g. EXHIBIT C: CNM’s Confidentiality Agreement
   h. Table of Contents to include section names, section numbers and page numbers
   i. Response length and font size: Proposal responses should be limited to 20 double spaced pages no smaller than 10 point font. Table of contents, resumes and/or proof of licensure will not be counted as part of your page count
j. Submit one (1) original and five (5) copies of your response to this RFP with your SEALED response

NOTE: FAILURE TO SUBMIT ITEMS 1.a – 1.e NOTED ABOVE WILL RENDER THE OFFER AS BEING NON-RESPONSIVE. ANY MODIFICATIONS TO SECTION E SIGNATURE OF FIRM’S AUTHORIZED REPRESENTATIVE RESPONSE FORM OTHER THAN FILLING IN THE FORM FIELDS IS NOT ACCEPTABLE AND WILL RESULT IN DISQUALIFICATION OF THE OFFEROR’S RESPONSE. THE GENERAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF CNM’S PURCHASE ORDER ARE AN EQUAL AND INTEGRAL PART OF THIS REQUEST FOR PROPOSALS (RFP) AND ARE NOTED IN SECTION C. THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THIS RFP ALONG WITH ANY ATTACHMENTS AND THE OFFEROR’S RESPONSE ARE HEREBY INCORPORATED INTO ALL PURCHASE ORDERS ISSUED AS A RESULT OF THIS RFP, INCLUDING ANY ADDENDA. CNM RESERVES THE RIGHT TO NEGOTIATE WITH ANY SUCCESSFUL OFFEROR(S) (CONTRACTOR) PROVISIONS IN ADDITION TO THOSE STIPULATED IN THIS RFP. THE CONTENTS OF THIS RFP, AS REVISED AND/OR SUPPLEMENTED, AND THE SUCCESSFUL OFFEROR’S PROPOSAL WILL BE INCORPORATED INTO THE CONTRACT. SHOULD AN OFFEROR OBJECT TO ANY OF THE CNM STANDARD TERMS AND CONDITIONS, THAT OFFEROR MUST PROPOSE SPECIFIC ALTERNATIVE LANGUAGE THAT WOULD BE ACCEPTABLE TO CNM. GENERAL REFERENCES TO THE OFFEROR’S TERMS AND CONDITIONS OR ATTEMPTS AT COMPLETE SUBSTITUTIONS ARE NOT ACCEPTABLE TO CNM AND WILL RESULT IN DISQUALIFICATION OF THE OFFEROR’S PROPOSAL. OFFERORS SHOULD PROVIDE A BRIEF STATEMENT OF THE PURPOSE AND IMPACT, IF ANY, OF EACH PROPOSED CHANGE FOLLOWED BY THE SPECIFIC PROPOSED ALTERNATE WORDING. OFFERORS WHO HAVE QUESTIONS OR CONCERNS REGARDING THESE REQUIREMENTS ARE ENCOURAGED TO CONTACT CNM’S PURCHASING OFFICE FOR CLARIFICATION.

2. SUBMITTAL DEADLINE AND LOCATION

All responses must be received in a SEALED envelope by CNM no later than 3:00 p.m. Mountain Time, April 25, 2014.

Responses are to be submitted via MAIL, COURIER, or HAND DELIVERED to:
Central New Mexico Community College
Purchasing Department
525 Buena Vista Drive SE
Building “A”, Room A109
Albuquerque, NM 87106
Attn: RFP # P-360, Due on or before 3:00 p.m. Mountain Time, April 25, 2014

PLEASE ENSURE THAT YOUR SEALED ENVELOPE IS LABELED WITH YOUR FIRM’S NAME, ADDRESS, RFP NUMBER, OPENING DATE AND TIME AND CONTACT INFORMATION. Failure to properly identify this RFP #360, Due Date and Time on the lower left outside corner of your sealed proposal envelope may result in either premature opening of your proposal or failure to open it upon the correct closing date and time.

Faxed or electronically mailed responses will NOT be accepted and CANNOT be considered for award.

Late submissions of proposal responses will not be considered unless it is determined by CNM that the late receipt was due solely to mishandling by CNM or if the proposal response is the only one received. All other late submissions will be returned unopened.

CNM will use a CNM Purchase Order along with any associated contract documents including all agreements, attachments, addenda and amendments between Owner and Design Professional, where CNM will use the Construction Manager at Risk Delivery Method. Any Offeror questions about any provisions of the contract terms and conditions must be promptly brought to the attention of CNM Buyer.

Responses will not be publicly opened.

Responses may be withdrawn at any time prior to the time and date set for RFP closing.

CNM reserves the right to accept or reject any or all responses and to waive technical irregularities.
### 3. TENTATIVE SCHEDULE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP advertised:</td>
<td>March 30, 2014</td>
</tr>
<tr>
<td>Mandatory Pre-Proposal Meeting:</td>
<td>April 11, 2014</td>
</tr>
<tr>
<td>Deadline for Questions:</td>
<td>April 17, 2014</td>
</tr>
<tr>
<td>Issue Final Amendment:</td>
<td>April 18, 2014</td>
</tr>
<tr>
<td>Due Date:</td>
<td>April 25, 2014</td>
</tr>
<tr>
<td>Due Time:</td>
<td>3:00 p.m. Mountain Time</td>
</tr>
<tr>
<td>Location:</td>
<td>CNM Purchasing Office</td>
</tr>
<tr>
<td></td>
<td>Building “A”, Room A109</td>
</tr>
<tr>
<td></td>
<td>525 Buena Vista SE</td>
</tr>
<tr>
<td></td>
<td>Albuquerque, NM 87106</td>
</tr>
</tbody>
</table>

The dates for the following (if needed) may vary, depending on the CNM’s stakeholders’ availability and schedules. Potential awardee(s) will be notified as timely as possible.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shortlist Finalists Notification:</td>
<td>May 6, 2014 (If Necessary)</td>
</tr>
<tr>
<td>Finalist Interviews:</td>
<td>May 7, 2014 (If Necessary)</td>
</tr>
<tr>
<td>Begin Contract Negotiations:</td>
<td>May 8, 2014</td>
</tr>
<tr>
<td>Notice of Award:</td>
<td>June 30, 2014</td>
</tr>
</tbody>
</table>
1. **ACCEPTANCE.** Services - Right to reject; specifications.
   (I) All services furnished will be subject to inspection and testing by buyer and buyer's agents. Any services found by buyer in its sole discretion to be not in accordance with the specifications, drawings, plans, instructions, performance criteria, samples or other description furnished or adopted by buyer for the order or otherwise not in conformance with the terms of the order shall be subject to rejection, return and back charge as appropriate. Buyer's payment of all or any part of the purchase price prior to such inspection, testing and non-acceptance of the services involved shall not constitute a waiver of any of buyer's rights hereunder.

2. **ACKNOWLEDGMENT OF AMENDMENT / ADDENDUM.** Vendors shall acknowledge receipt of any amendments/addenda to this Request for Proposals by identifying the amendment/addendum number and date in the space provided on the form labeled “Signature of Firm’s Authorized Representative”.

3. **ADDRESSES FOR NOTICES.**
   a. Copies of Addenda/Amendments will be made available for inspection wherever Request for Proposals are on file for that purpose.
   b. No Addenda/Amendment may be issued later than five (5) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which provides notice of postponement of the date or time for receipt of Proposals.
   c. Any notice required to be given or which may be given under this Request for Proposals or the resultant price agreement shall be in writing and delivered in person or via first class mail to Central New Mexico Community College, Purchasing Department, 525 Buena Vista SE, Albuquerque, NM 87106.

4. **ATTORNEY’S FEES.** If any action resulting from this RFP is brought against CNM, such action shall be brought in the County of Bernalillo, State of New Mexico. If CNM prevails, CNM shall be entitled to reasonable attorney’s fees. The law of the State of New Mexico shall govern these matters.

5. **AUTHORITY TO BIND CNM.** Offeror shall not have the authority to enter into any contracts binding upon CNM or to create any obligations on the part of CNM, except such as shall be specifically authorized by the CNM representative, acting pursuant to authority granted by CNM.

6. **AWARD OF PROPOSALS.**
   a. Notice of Award - CNM will notify finalists in writing of the final award(s). This notice will include the score based rankings of firms from the written proposals and the final score based ranking made after interviews for the project award(s).
   b. CNM reserves the right to award this proposal based on price and any other evaluation criteria contained herein; to reject any and all proposals or any part thereof, and to accept the proposal that is most advantageous to CNM, taking into consideration the evaluation factors set forth in this Request for Proposals.
   c. CNM reserves the right to award this proposal based on the evaluation criteria contained herein; to reject any and all proposals or any part thereof, and to accept the proposal that is in the best interest of CNM.
   d. A written notice of award shall be issued by CNM after review and approval of the Proposal and related documents by CNM with reasonable promptness. The names of all contractors submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process.
   e. The resultant agreement shall not be binding on CNM unless approved by CNM’s Capital Outlay, CNM Governing Board, and the respective Vice President for Finance and the Director of Purchasing prior to services being rendered. The Agreement shall be signed by the Successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

7. **BRIBES, GRATUITIES AND KICK-BACKS.** Pursuant to §13-1-199 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including § 30-14-1, § 30-24-2, and § 30-41-1 through § 30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§ 13-1-28 through § 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

8. **CNM’S RESPONSIBILITIES.** CNM shall designate a representative to act on its behalf as project manager for the project. The Representative shall have limited authority to give general direction to the Engineer, answer questions, to approve pay applications, and initiate the change order process. The CNM’s Purchasing Director or the Director’s designee shall administer the resultant agreement and shall have the authority to 1) modify or interpret the Agreement, 2) to authorize the Engineer to perform additional services or 3) to approve change orders, all of which are decisions which are reserved to be made by CNM’s Purchasing Director. No action, representation, or conduct by any CNM’s Representative shall relieve the Engineer of its responsibilities to carry out its duties and obligations under the resultant agreement.

9. **CNM’S RIGHTS TO ACCEPT/REJECT PROPOSALS.** CNM reserves the right to accept and/or reject, at its sole discretion, any or all proposals, or parts thereof, to waive technicalities, or to re-advertise the project, when the best interests of CNM will be realized thereby.

10. **CANCELLATION.** CNM reserves the right to cancel without penalty this Request for Proposals, the resultant price agreement or any portion thereof for unsatisfactory performance, unavailability of funds, or when it is in the best interest of CNM.

11. **CHANGE IN CONTRACTOR REPRESENTATIVES.** CNM reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of CNM, meeting its needs adequately.

12. **CHANGES/ALTERATIONS AFTER AWARD.** Changes or alterations after the award can only be made if agreed to in writing by CNM.
13. COPIES OF REQUEST FOR PROPOSALS.
   a. A complete set of the Request for Proposals and all Exhibits may be obtained from the CNM Purchasing Department located on the Main Campus at 525 Buena Vista SE, A Building, Room #A128, Albuquerque, New Mexico 87106.
   b. A complete set of the Request for Proposals shall be used by the Offeror in preparing and submitting proposals; CNM assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
   c. CNM in making copies of Request for Proposals available on the above terms, does so only for the Purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.
   d. A complete copy of the Request for Proposals shall be made available for public inspection and shall be posted at the CNM Purchasing Department website.

14. CONFIDENTIALITY. Any information provided to or developed by the Vendor in the performance of the resultant agreement shall be kept confidential and shall not be made available to any other individual or organization by the Vendor without prior written approval of CNM.

15. CONSTRUCTION RECORD DRAWINGS. The successful Vendor will be required to provide CNM, upon completion of the work, three (3) sets of record drawing(s) showing any changes from the contract drawings (especially electrical, plumbing, utility lines, etc.) added or affected by the work the Vendor has performed, unless provisions for pre-approval of drawings is contained elsewhere in this Request for Proposals (RFP). All computer software drawings shall become property of CNM.

16. CONTRACT. CNM’s purchase order shall be considered the binding agreement/contract. In the event of any inconsistent or incompatible provisions, the purchase order (excluding Vendor’s response to this RFP) shall take precedence, followed by the provisions of the Request for Proposals, and then lastly, the terms of the Vendor’s response to this RFP.

17. CORRECTION OR WITHDRAWAL OF PROPOSALS.
   a. A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.
   b. Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.
   c. Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Buyer following the opening.

18. DEBARRED OR SUSPENDED VENDORS. A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with CNM and shall not be considered for award of the contract during the period for which it is debarred or suspended with CNM.

19. VENDOR SCHEDULE REQUIRED. The Vendor shall include a proposed schedule for completion of work under this RFP. It should contain an itemized break down of all items and projects, including testing dates if applicable.

20. DELIVERY DELAYS. If after award the Vendor becomes aware of possible problems that could result in delay in the agreed-to delivery schedule, the Vendor must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the vendor of his/her contractual obligations. However, failure to notify CNM promptly will be a basis for determining vendor responsibility in an otherwise excusable delay.

21. DISCREPANCIES. Should any interested vendor find discrepancies in any part of the listed specifications or the terms and conditions, or find any part of the listed specification or the terms and conditions to be incomplete or otherwise questionable in any respect, such vendor shall immediately call such matters to the attention of the Buyer, in writing, prior to the established opening date.

22. EMPLOYEE CERTIFICATION. The vendor and all vendor’s employees utilized on the work to be performed under this Request for Proposals must have the proper certification(s) and license(s) to comply with State and local requirements connected to this Request for Proposals. The Vendor shall use only fully qualified and approved service technicians to perform inspections, service and or repairs under this Request for Proposals. The Vendor shall acquire and retain all pertinent wage rates and shall make them available to CNM.

23. EMPLOYMENT OF CONSULTANTS AND SUBCONTRACTORS.
   a. Offeror agrees to employ competent and New Mexico licensed and registered Engineers, architects, surveyors and other professionals, and such consultants and subcontractors for the project, as might be necessary for the proper design and construction/demolition of the project. Offeror represents that services that are proposed to be performed by the design professionals under a resultant agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under the same or similar conditions. Offeror represents that the performance of any consultant or subcontractor assigned by Offeror to work on the project shall be in accordance with sound professional standards, and the requirements of the resultant agreement.
   b. The Offeror shall list and state the qualifications for each Consultant or Sub-contractor the Offeror proposes to use for all consultants and subcontracted Work.
SECTION B: STANDARD PROPOSAL TERMS AND CONDITIONS

c. The Offeror is specifically advised that any person or other party, to whom it is proposed to engage as a consultant or sub-contractor under this proposal, must be acceptable to CNM after verification by CNM of the current eligibility status, including but not limited to suspension or debarment by CNM. Any work to be performed by a consultant or sub-contractor by the successful Offeror shall require the prior written approval of CNM.
d. All sub-contractors must be registered with the Labor and Industrial Division of the New Mexico Department of Labor (DOL).

24. ENTIRE AGREEMENT. CNM’S PURCHASE ORDER AND OTHER ATTACHED CONTRACT DOCUMENTS INCLUDING ATTACHMENTS AND ADDENDUMS ISSUED BY CNM, THIS RFP, AND VENDOR’S RFP OFFER CONSTITUTES THE CONTRACT AGREEMENT BETWEEN THE PARTIES.
   a. This Proposal along with its attachments will be considered to be part of the resultant price agreement with purchase order and other contract documents are to be incorporated by reference.
   b. CNM’s General conditions as an Attachment are an equal and integral part of this Request for Proposals and any resultant award(s).

25. ERRORS. CNM is not liable for any errors or misinterpretations made by the vendor responding to this Request for Proposals. No advantage shall be taken by Vendors in the omission of any details. Any misstatements of fact, misrepresentations or errors in the Vendor’s proposal may, at the sole discretion of CNM, be cause for disqualification. Each vendor is responsible for ensuring that all information provided in its proposal is accurate and complete in its entirety.

26. EVALUATION AND SELECTION PROCESS.
   a. Upon receipt of proposals or at any time during the proposal process, CNM’s Purchasing Department may determine the responsiveness of each proposal.
   b. A selection committee to evaluate the written proposals and interviews will be designated by the CNM Purchasing Office. Based upon the proposals and the evaluation criteria set forth within this Request for Proposals, the evaluation committee, composed of representatives selected by CNM, shall evaluate the RFP written offers submitted in regard to the particular project. Rankings will be score based upon an average of the committee’s scores, including any residential or resident veteran preference. The CNM Purchasing Department may verify for scoring purposes items such as preference or volume of work sections.
   c. Based upon the score based ranking from the written proposals, the committee may interview the top ranked Vendors that have been shortlisted. The evaluation committee shall score the interviews based upon the criteria stated within the RFP and any additional questions related to the scope and requirements of the project. The committee will take into account the information received in the written proposals in addition to the information received from their interviews in making their final scores.
   d. The final scores will be submitted to the Buyer. The final scores shall be ranked independently from any previous scores and will not be averaged with the written proposal scores which were used to determine a short listed Vendor selected for interviews.
   e. Based upon the average of the final scores, the evaluation committee shall recommend, ranked in the order of their qualifications using a point system, no less than three (3) Vendors deemed to be the most qualified to perform the required services. If fewer than three (3) Vendors have submitted a statement of qualifications for a particular project, the evaluation committee may:
      1. Rank in order of qualifications the Vendor(s) and submit to the Purchasing Office who will present and request approval of the finalist ranking to be considered by CNM Governing Board for award those businesses which have submitted an offer to the RFP; or
      2. Recommend termination of the selection process pursuant to Section 13-1-131 NMSA 1978 and send out of new notices of the re-solicitation of the proposed procurement. Any proposal received in response to the terminated solicitation is not public information and shall not be made available to competing Offerors.

27. EXCLUSIVE RIGHTS. Under no circumstances shall this Agreement be construed or deemed to be a contract whereby CNM grants Vendor exclusive right to furnish CNM its needs or requirements for services described herein.

28. FINANCIAL STATEMENTS. If requested, all bidders may be required to submit their most recent Income Statement, Balance Sheet, and Statement of Cash Flows.

29. FORCE MAJEURE. Neither party to the resultant agreement will be liable to the other for any failure or delay in performance under the resultant agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing or late in performing.

30. GENERAL TERMS AND CONDITIONS. CNM’s General Terms and Conditions are an equal and integral part of this Request for Proposals as provided in Section C.

31. GOVERNING LAW. This Request for Proposals and all resultant price agreements shall be interpreted and governed by the Laws of the State of New Mexico.

32. INDEMNIFICATION. Offeror agrees to indemnify, defend and hold harmless CNM, its officers and employees against all liability, claims, damages, losses or expenses (including attorney's fees) arising out of bodily injury to persons or damage to property caused by, or resulting from, Offeror's and/or its employees', Consultants, Subcontractors errors, acts, omissions or negligence. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the New Mexico Tort Claims Act (Sections 41-4-1 et seq. N.M.S.A. 1972) and Section 56-7-1, N.M.S.A. 1978 and any amendments thereto. This Agreement to Indemnify shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of:
   a. The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee;
   b. The giving or failure to give directions or instructions by the indemnitee, or the agents or employees of the indemnitee, where the giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

33. INSURANCE REQUIREMENTS.
SECTION B: STANDARD PROPOSAL TERMS AND CONDITIONS

a. The successful vendors are required to carry insurance meeting the requirements in the Exhibit labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. The successful vendors must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under the resultant price agreement. Insurance must remain in effect for the entire term of the resultant price agreement and must be extended to coincide with any future price agreement extension. The Project Name and CNM’s Name must appear on the Certificate of Insurance.

b. PROFESSIONAL LIABILITY INSURANCE. At its own expense, the successful offeror shall be required to procure and maintain during the life of the resultant agreement professional liability insurance in an amount not less than One Million ($1,000,000) for each claim and in the aggregate. Insurance coverage shall not be canceled or materially changed except after thirty (30) days written notice has been provided to CNM. Design Professional shall furnish CNM copies of certificates of insurance showing the coverage, limits of liability, covered operations, effective dates and dates of expiration of policies of insurance carried by Design Professional.

34. INTERPRETATIONS.
   a. CNM is not liable for any errors or misinterpretations made by the offeror responding to this RFP. No advantage shall be taken by Offerors in the omission of any details. Any misstatements of fact, misrepresentations or errors in the Offeror’s proposal may, at the sole discretion of CNM, be cause for disqualification. Offerors are responsible for ensuring that all information provided in the proposal response is accurate and complete in its entirety.
   b. All questions about the meaning or intent of the Request for Proposals shall be submitted in writing to the attention of the Buyer for this procurement. Replies will be issued by Addenda that will be posted on CNM’s website: http://www.cnm.edu/depts/purchasing/request-for-proposals. It is all Vendors’ responsibility to monitor this website for amendments/addenda to the RFP. Questions received less than five (5) days prior to the date for opening of proposals may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
   c. Offerors shall promptly notify CNM of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

35. RFP TERMS PART OF CONTRACT. This Request for Proposals along with its attachments will be considered to be part of the resultant price agreement and or purchase order and is to be incorporated by reference.

36. LATE SUBMISSIONS. Late submissions of proposals will not be considered unless it is determined by CNM that the late receipt was due solely to mishandling by CNM or if the proposal is the only one received. All other late submissions will be returned unopened.
   a. The Offeror shall assume full responsibility for timely delivery of proposals at the Procurement Officer office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent/Buyer or his Procurement Officer or his designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.
   b. Oral, telephonic, or electronically submitted proposals are invalid and will not receive consideration. However, proposals may be modified by telegraphic/facsimile notice, provided that the notice is received by the time and date specified for the closing.

37. MEDIATION. Notwithstanding any provision of any Contract Document to the contrary, any claim, dispute or other matter in question between the Vendor and the CNM and except to those which have been waived by the making or acceptance of final payment shall be subject to mediation pursuant to and under the provisions of the New Mexico Public Works Mediation Act, NMSA 1978 § 13 C 1 et seq. as amended. A party seeking to resolve a dispute under this Agreement or any of the Contract Documents shall proceed under the procedures and provisions of the Public Works Mediation Act.

38. MODIFICATIONS. Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. The Buyer may request technical clarifications of the proposal following the opening.

39. NEGOTIATIONS.
   a. Contract Negotiations - The Owner and the successful Offeror(s) will begin contract negotiations as soon as possible after recommendation for award from the selection committee. Negotiations may be conducted with responsible Offerors who submit offers found reasonably likely to be selected for award.
   b. The CNM Standard Agreement Part A (Sample Services Agreement) and Part B (AIA A-201 as amended by CNM) and attachments between Owner and Engineer/Design Professional. Final Engineer/DESIGN PROFESSIONAL fees are determined during contract negotiations and depend on such factors as project size and complexity as related to the approved DESIGN PROFESSIONAL Rate Schedule. If contract negotiations are not finalized within a reasonable period of time, the Owner will conclude negotiations with the selected firm and begin negotiations with the next ranked firm based on final ranking.
   c. The CNM’s Buyer, Director of Purchasing or designee shall negotiate a contract with the highest qualified Vendor for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the Buyer or designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
   d. Should the Buyer or designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The Buyer or designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the Buyer or designee shall formally terminate negotiations with that business. The Buyer or designee shall then undertake negotiations with the third most qualified business.
   e. Should the Buyer or designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the Procurement Officer or designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals in initiated.

RFP # P-360, Advertised March 30, 2014
Copyright CNM 2014. All rights reserved.
40. NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR.
   a. The Offerors’ attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.
   b. In submitting a proposal response, the Offeror represents that the Offeror is familiarized with the nature and extent of this Request for Proposals dealing with federal, state and local requirements, which are a part of this Request for Proposals. Offeror agrees to be bound by and abide by and perform any and all of its duties, obligations and responsibilities awarded in response to this Request for Proposals in strict accordance with the ethics of its profession and all federal and state municipal laws, regulations, and ordinances regulating the practice of Architecture, engineering or surveying.
   c. Offeror agrees to perform all work and services awarded as a result of this Request for Proposals in accordance with normal standards of Professional care. The offeror agrees to cooperate with CNM and other contractors and coordinate work involving other contractors through CNM’s authorized representative.

41. OFFEROR’S TERMS AND CONDITIONS. Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the agency.

42. OWNERSHIP OF MATERIAL. Any and all data, material, documentation, notes, drawings, design, specifications and other work prepared by, developed or performed by the Offeror in conjunction with a resultant award of an agreement to this RFP shall and will become the property of and belong exclusively to CNM. Before receiving final payment, the successful Offeror shall be required to deliver to CNM the original construction documents and details and a bound volume of the specifications. CNM shall not have the right to use the construction documents for other building projects except as may be required for reference without the successful Offeror’s consent. CNM shall not have the right to sell the construction documents, drawings and specifications. The successful Offeror shall not be permitted to reuse the drawings developed for the project identified within this RFP in whole or in part for other projects without obtaining CNM’s prior written permission.

43. PAYMENT DISCOUNTS. CNM will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the highest evaluated offer.

44. PERIOD FOR PROPOSAL ACCEPTANCE. The Vendor agrees, if its proposal is accepted within ninety (90) calendar days of the closing date, to furnish the goods and services at the prices set forth in its proposal, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in removal from the bid list. An additional time period may be requested elsewhere in this Request for Proposals.

45. PROPOSAL EVALUATION
   a. Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of service required, and shall be based on the evaluation factors set forth in this RFP.
   b. CNM shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the price, quality or quantity of the services, construction or items of tangible personal property offered.

46. PROPOSAL OPENING.
   a. Proposals will be opened on the due date and time specified on the proposal cover sheet in the Purchasing Department Office. This is not a public opening and Vendors are not invited to attend.
   b. Offerors may request in writing nondisclosure of confidential data and trade secrets. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential or non-trade secret portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters, which clearly are of a confidential nature considered to be a trade secret, will be considered. All information, except that marked as confidential and considered a trade secret, will become public information at the time that the Proposal is awarded.

47. PROTESTS.
   a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to CNM’s Buyer for the procurement and the CNM Director for Purchasing in accordance with the requirements of CNM’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.
   b. In the event of a timely protest under this section, CNM shall not proceed further with the procurement unless CNM makes a determination that the award of Agreement is necessary to protect substantial interests of CNM.
   c. The Director of Purchasing or designee 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.
   d. The Director of Purchasing or designee shall promptly issue a determination relating to the protest. The determination shall:
      (1) state the reasons for the action taken; and
      (2) inform the protestant of the right to judicial review of the determination pursuant to § 13-1-183 NMSA 1978.
   e. A copy of the determination issued under § 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and their Offerors involved in the procurement (§ 13-1-178 NMSA 1978).

48. PROPOSER QUALIFICATIONS. The selection committee may make such investigations as necessary to determine the ability of the proposer to adhere to the requirements specified within this RFP. The selection committee will reject the proposal of any proposer who is not a responsible proposer or...
fails to submit a responsive offer, as defined in § 13-1-83 and 13-1-85 NMSA 1978.

49. PUBLIC INFORMATION. All information, except that marked as confidential, will become public information at the time that the Proposal is awarded. Confidential information must be marked “CONFIDENTIAL” in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

50. RECORDS AND AUDIT. The successful offeror shall be required to maintain detailed time records that show the date, time and nature of services rendered. These records shall be subject to inspection by the CNM, its representatives, and the State Auditor. CNM, its representatives, and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of CNM to recover excessive and/or illegal payments. CNM, its representatives and the State Auditor shall have access to and the right to examine and/or audit any directly pertinent records, books, documents and papers of the successful Offeror involving transactions related to any Agreement entered into as a result of this RFP for a period of three (3) years after final payment.

51. REFERENCES. Vendor should furnish the minimum number of reference requested herein. Failure to submit the information may result in your proposal being considered non-responsive. Vendor, by furnishing these references, agrees to allow CNM to contact any person or organization listed, and to utilize information obtained in the evaluation of the offer.

52. RELEASES. Upon final payment of the amount due under the terms of the resultant agreement, the successful vendor shall release CNM, its Governing Board, officers and employees from all liabilities, claims and obligations arising from or under the terms of the resultant agreement. The successful vendor agrees not to purport to bind CNM to any obligation not assumed herein by CNM unless CNM has expressly authorized the successful vendor to do so and then only within the strict limits of that authority.

53. REPORTS AND INFORMATION. At such times and in such forms as CNM may require, there shall be furnished to CNM such statements, records, reports, data and information, as CNM may request pertaining to matters covered by all resultant agreements to this Request for Proposals.

54. RESPONSIBLE OFFEROR.
   a. All work shall be under the direction of the applicable engineer/design professional legally licensed and registered by the state of New Mexico. The Vendor and all Vendor’s employees and subcontractor’s and subcontractor’s employees utilized on the work to be performed under this Proposal must have the proper certification(s) and license(s) to comply with all Federal, State and local requirements connected to this proposal and must be registered with the appropriate State of New Mexico body. The Vendor shall use only fully qualified and approved service technicians to perform inspections and services under this Proposal.
   b. CNM reserves the right to conduct any investigations deemed necessary to determine the responsibility of a vendor (i.e., prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the Request for Proposals). Vendor shall provide audited financial statements if requested by CNM.
   c. OFFEROR’S QUALIFICATION STATEMENT. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals. Offer shall provide audited financial statements if requested by CNM.
   d. 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 CNM Buyer. 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. Vendors, which have not been selected, shall be so notified in writing within twenty-one days after an award is made through a posting to the CNM website.

55. RESPONSIVENESS OF PROPOSALS. Vendors are hereby expressly instructed that all proposals in response to this solicitation shall meet all specifications and requirements of this solicitation.

56. SCHEDULE DELAYS. If after award the Vendor becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule, the Vendor must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation per Section 7, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Vendor of his/her contractual obligations. However, failure to notify CNM promptly will be a basis for determining the Vendor responsibility in an otherwise excusable delay.

57. SEVERABILITY. If any provision of the resultant agreement is found invalid or unenforceable, the remainder of the resultant price agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.

58. SIGNATURE. The response must be signed by an authorized representative in order for proposal to be considered responsive. Compete and return the form labeled “Signature of Firm’s Authorized Representative” with proposal response.

59. SITE FAMILIARITY. The Vendor shall be responsible for thoroughly inspecting the site and work to be done prior to submitting an offer. The Vendor warrants by this submission that he/she has had the opportunity to inspect the site and work to be done and that his/her offer includes all costs required to complete the work. The failure of the Vendor to be fully informed regarding the requirements of this RFP will not constitute grounds for any claim, demand for adjustment or the withdrawal of a bid after the opening.
60. **SITE INSPECTION.** The site(s) referenced in this document are available for inspection. Arrangements can be made by calling the contact for Technical Clarification shown on the cover page. Note, bidders shall not consider any comments made by employees of CNM to be modifications to the bid specifications unless distributed as a written amendment to this bid by CNM’s Purchasing Department. All requests for clarification must be submitted in writing to CNM’s Purchasing Department to receive consideration. Such requests must be submitted no later than five (5) days prior to the bid due date.

61. **STATE AND LOCAL ORDINANCES.** The successful vendor shall perform work under the resultant price agreement in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the vendor. Where the drawings and or specifications indicate materials or construction in excess of the code requirements, the drawings and or specifications shall govern. The vendor shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

62. **STATUS OF VENDOR.** The successful vendor is an independent contractor performing services for CNM and neither he/she nor his/her agents or employees shall, as a result of the resultant agreement, accrue leave, retirement, insurance, bonding authority, use of CNM vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of CNM. The successful vendor acknowledges that all sums received under the resultant agreement are personally reportable by him/her/her for income, self-employment and other applicable taxes.

63. **SUBCONTRACTORS.** Any work subcontracted by the successful vendor shall require the prior written approval of the subcontractor by CNM.

   a. **DEFINITIONS.** A Subcontractor is a person or entity who has a direct contract with the Vendor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.

   b. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

   c. **AWARD OF SUBCONTRACTORS.** All awards of subcontracts shall be in accordance with the New Mexico Subcontractors Fair Practices Act as applicable.

64. **SUBCONTRACTUAL RELATIONS.** By appropriate agreement, written where legally required for validity, the Vendor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Vendor by terms of the Contract Documents, and to assume toward the Vendor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Vendor, by these Documents, assumes toward CNM. Each subcontract agreement shall preserve and protect the rights of CNM under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Vendor that the Vendor, by the Contract Documents, has against CNM. Where appropriate, the Vendor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

65. **SUBMISSIONS OF SAMPLES/DRAWINGS / LITERATURE.** It may be necessary to test samples or have demonstrations to make an award. All samples, when required, shall be furnished free of expense to CNM. Returns shall only be made at the Bidder’s request and expense. Bid samples or descriptive literature should not be submitted unless expressly requested; and, regardless of any attempt by a bidder to condition the bid, unsolicited bid samples or descriptive literature shall be submitted at the Bidder’s risk.

66. **SUBMITTALS.**

   a. **Offerors are hereby expressly instructed that all proposals in response to this solicitation shall meet all specifications and requirements of this solicitation.**

   b. **Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposal.**

   c. **The envelope shall be addressed to the Procurement Officer/Buyer of CNM. The following information shall be provided on the front lower left corner of the Bid envelope: Request for Proposal number, Project Title, date and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation “SEALED PROPOSAL ENCLOSED” on the face thereof.**
d. In submitting a proposal in response to this Request for Proposals, the Offeror represents that the Offeror is familiarized with the nature and extent of the Request for Proposals dealing with federal, state, and local requirements which are part of the Request for Proposal. The successful Offeror shall perform work under the resultant agreement in strict accordance with the latest version of all Federal, State and local codes, rules, laws, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Vendor. The response must be signed by an authorized representative in order for proposal to be considered responsive. Complete and return the form labeled, EXHIBIT E: “Signature of Firm’s Authorized Representative” with proposal response.

c. Each proposal shall include a proposal of fees for Basic Services to be charged under this agreement. Central New Mexico Community College adheres to the State of New Mexico General Services Division-Architect Rate Schedule. **THE FEE PROPOSAL SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.** Fees shall not be used in the evaluation of qualifications. However, failure to submit an appropriate fee proposal may lead to disqualification. Such separate submittals, shall only be opened, after final rankings of submittals have been performed and finalized. Cost Proposals will be opened in the presence of two or more witnesses.

d. To submit an offer on the goods or services specified, provide a type written proposal responding to the scope of work/services, specifications, and evaluation criteria contained herein. Vendors are to submit responses as required for easy and clear evaluation with information presented in the order it appears herein referencing sections on all attachments. Each original proposal must be signed in ink by an authorized representative; all corrections shall be initialed in ink by person signing the proposal.

Note: If you wish to offer more than one proposal, clearly label each additional offer as an alternate proposal and submit all responses in the same envelope/package as the original proposal.

67. **SUCCESSORS AND ASSIGNS.** Vendor shall not assign the Contract as a whole without written consent of Owner. If Vendor attempts to make such an assignment without such consent, Vendor shall nevertheless remain legally responsible for all obligations under the Contract.

68. **TAXES.** CNM is exempt from Federal excise taxes and from New Mexico gross receipts taxes on materials, except construction materials used by a contractor. Services are not exempt from gross receipts taxes. Taxes, if any, on services must be included as a separate line item and not included in your base price proposed. Applicable taxes are excluded from the evaluation of the proposal.

69. **REBATES.** Vendor is required to participate and work with any utility company to assist CNM in obtaining any and all available rebates that may result from the Work under the RFP.

70. **TECHNICALITIES.** CNM reserves the right to waive minor irregularities. Also CNM reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of CNM.

71. **ELECTRONIC/FACSIMILE SUBMITTALS.** Electronic / Facsimile proposal submittals will not be considered. However, proposals may be modified by electronic/facsimile notice, provided that the notice is received by the time and date specified for the closing.

72. **TERMINATION.** Termination for cause. If Offeror, for any cause, fails or omits to carry out the work in an acceptable manner CNM may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. Offeror shall take corrective measures within such time. Offeror's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject this Agreement to immediate termination by CNM.

In the event of a for-cause termination, CNM shall terminate this Agreement by delivering to Offeror a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon such termination, the Offeror shall deliver to CNM all design plans, construction estimates, drawings, documents, survey books, construction documents and all other materials developed under this Agreement. CNM shall then have the right to retain the services of other engineers/design professionals to complete the Offeror’s work under this Agreement, and shall have no obligation to seek bids for that replacement design professional(s). The cost of completing the Offeror’s work under this Agreement shall be paid for by applying the balance of the contract amount remaining on this Agreement at the time of termination. If the cost to complete the work under this Agreement is less than the remaining contract amount, the remaining contract amount shall be paid to the Engineer. If the cost of completing the work under this Agreement exceeds the contract amount, then the Offeror shall pay CNM for the difference between the contract amount and the cost to complete the Offeror’s work.

Termination for convenience of CNM. On fifteen (15) business days written notice to Engineer, CNM may terminate this Agreement in whole or in part for its own convenience in the absence of any default of Offeror.

In the event of a no-cause termination, CNM shall terminate this Agreement by delivering to Offeror notice of termination without cause specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the sixteenth (16th) business day after delivery of the notice. Within ten (10) calendar days of the effective date of termination, Offeror shall deliver to CNM all design plans, construction estimates, drawings, documents, survey books, construction documents and any or all other materials developed under this Agreement. Upon delivery of such notice, the Offeror shall have the right to receive payment for services satisfactorily performed to termination date, including reimbursement then due.
SECTION C: CNM GENERAL TERMS AND CONDITIONS

1. Inspection and Audit. a. CNM may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing or inspection procedures required by the specification are in addition to CNM's rights under this paragraph.

b. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall maintain detailed records of all materials or supplies delivered to CNM under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to audit billings both before and after payment. Payment under the resultant Agreement shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

2. Warranties. Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, expressed and implied, are incorporated herein.

3. Acceptance and Rejection. If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or if, CNM is entitled to revoke acceptance of them, CNM may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price at CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to unacceptable materials, supplies or service. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as warrant fraud. Acceptance of performance shall not waive CNM's right to claim damages for breach.

4. Assignment. This order is assignable by CNM. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of CNM.

5. Changes. CNM may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of CNM. Any claim of Seller for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of Seller of notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. Termination and Delays. CNM, by written notice stating the extent and effective date may terminate this order for convenience in whole or in part, at any time. CNM shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and acceptable portion; and (2) a reasonable amount to be approved by CNM, and not otherwise recoverable from other sources by Seller, with respect to the undelivered or unacceptable portion of this order. Provided, however, compensation hereunder shall in no event exceed the total order price. Such amount will be limited to Seller's actual cost and may not include anticipated profits.

CNM may terminate this order by written notice in whole or in part for Seller's default if Seller refuses or fails to comply with this order, or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, CNM may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by CNM, including incidental and consequential damages.

If, after notice of termination, CNM determines Seller was not in default, or if Seller's default is due to failure of CNM, termination shall be deemed for the convenience of CNM.

The rights and remedies of CNM provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

As used in this paragraph, the word “Seller” includes Seller and its sub-suppliers at any tier.

7. Affirmative Action. Seller shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap. Seller agrees to: a) adhere to the principles set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for handicapped persons, minority group persons, and women; b) take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; c) disseminate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large; d) provide CNM with a breakdown of labor force by ethnic group, sex, and job category; and e) discuss with CNM its policies and practices relating to its affirmative action program.

8. Indemnification and Insurance. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from and against any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorney's fees, in connection with or resulting from such suit or action.

Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts to cover the above obligation and will maintain workers' compensation coverage covering all employees performing this order.

9. Patent and Copyright Indemnity. Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold CNM harmless from any cost, expense, damage, or loss resulting therefrom.

10. Discounts. Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by CNM's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

11. Penalties. The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. Title and Delivery. Title to the materials and supplies passed hereunder shall pass to CNM at the F.O.B. point specified subject to the right of CNM to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notice and obtain approval from CNM's Purchasing Department. Time of the essence and the order is subject to termination for failure to deliver on time.

13. Payment Charges. Late payment charges shall be paid in the amount and under the conditions stated in Section 13-1-158, NMSA 1978.

14. Other Applicable Laws. Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

15. OSHA Regulations. The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations and such other regulations which apply to the work performed under this Invitation.

ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANYED BY MATERIAL SAFETY DATA SHEETS. The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

16. Debarment/Suspension. In performing the services and/or purchasing the goods specified within this purchase order, the vendor/contractor certifies that it is not suspended, debarred or declared ineligible from entering into contracts with the Executive Branch of the Federal Government, any State agency or local public body, or in receipt of a notice of proposed debarment or suspension from the Executive Branch of the Federal Government, any State agency or local public body.

17. Applicable Law. Each party acknowledges that the New Mexico Procurement Code, NMSA 1978 13-1-28 through -199, as amended, applies to every CNM purchase or contract agreement of tangible personal property, services and construction, including participation made pursuant to this purchase order. Further, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents and that the liability of CNM shall be subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act, NMSA 1978 41-4 through -2, 7, as amended.

SECTION 2
GOVERNMENT SUBCONTRACT PROVISIONS

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and condition of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "contract" shall mean "this order," the term "contractor" shall mean "Seller" and the term "Government" and "Contracting Officer" shall mean "Albuquerque CNM" and the "Distributor of Purchasing," respectively.

The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order:

- Anti-kickback Procedures: §2.203-7
- Buy American Act and Balance of Payments Program: §2.225-7001
- Contract Work Hours and Safety Standards Act:Overtime Comp.: §2.224-4
- * Integrity of Unit Prices: §2.215-26(a)(b)
- * Notice to the Government of Labor Disputes: §2.225-1
- * Preference for U.S. Flag Air Carriers (For internal air travel): §2.247-63
- * Restriction on Subcontractor Sales to the Government: §2.203-6
- * Service Contract Act of 1965 (Reserved): §2.222-41

CNM reserves all administrative, contractual, and legal remedies against Seller in case of any breaches of the contract.

* On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

1.0 CNM INSTITUTIONAL INFORMATION:

A. CNM is the largest community college in the State of New Mexico providing year round instruction. CNM has an enrollment of approximately 30,000 students in both the fall and spring semesters with approximately 15,000 students enrolled in the summer term. The current Full Time Enrollment (FTE) is approximately 20,000 students. CNM serves its students at multiple campuses and locations: Main, Joseph M. Montoya (JMMC), South Valley, Westside, Workforce Training Center (WTC), Rio Rancho, and Alameda Technical Center (ATC) as well as through online distance learning and hybrid instruction. The college offers associate degrees and certificates in a variety of subject areas.

1.1 SCOPE OF REQUEST:

A. There are four (4) individual renovation Projects whose Scopes of Work are outlined in Exhibits D through G found within this RFP. The Scopes of Work, specifications and requirements of these Projects are subject to this RFP and are specific to this procurement. Additional General Conditions, terms and requirements shall be contained in the attachments to this RFP including General Conditions of the Agreement Between the Owner and The Design Professional Where the Owner will use the Construction Manager at Risk Method, Part A, Part B and the related attachments.

B. Central New Mexico Community College is in need of a Design Professional that will create a design that adds to the importance to the student experience by renovating existing facilities that creates both an active student learning environment and student studying areas. Buildings will need to be brought up to state of the art technology with classrooms and labs that showcase CNM as the leader in New Mexico higher education. The attainment of LEED Silver Certification is essential and will be a major goal for all Projects.

C. Some of the Projects will require upgrades to mechanical, HVAC, exhaust, fire alarm telecommunications, data, architectural, lighting and other systems as well as the design and development of all classrooms into a state of the art technology learning environment that supports the needs of CNM.

D. The Design Professional will need to propose learning common areas that create inviting spaces for students to study, gather and exchange ideas. Also, faculty offices will need to be addressed and the development of areas that create a collaborative workspace to enhance teaching efforts will be required. Some of the Projects may require the development of new front door areas and entryways, renovation of parking lots and other outdoor improvements to enhance the buildings.

E. The Design Professional may need to work with planning groups to develop schematic and preliminary designs for buildings as a whole, including the development of schematic designs to be used to develop construction documents.

F. In most cases, renovated buildings must remain functional during construction and will require the Design Professional to work with CNM to develop a plan and schedule for construction.

1.2 SCOPES OF WORK

A. There are four (4) separate and unique Projects and Scopes of Work that are subject to this RFP. It is the intent of CNM to use the Construction Manager at Risk (CMAR) construction process for each Project and the Design Professional will work to develop the necessary documents to assist CNM in selecting a Construction Manager at Risk for each Project. The Design Professional will also be required to assist in the selection process for the Construction Manager at Risk for each Project. Each Project’s Scope of Work can be found in the following Exhibits attached hereto as follows:
**SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA**

i) Exhibit D: Project 1, Main Campus Building “A” Renovation  
ii) Exhibit E: Project 2, Main Campus Smith Brasher Hall Renovation  
iii) Exhibit F: Project 3, Montoya Campus Building “J” Renovation  
iv) Exhibit G: Project 4, South Valley Campus Renovation

B. It is CNM’s intent to determine the most qualified Offerors that will be able to provide the required services for the Projects as outlined in Exhibits D through G. **Offerors are to submit one generic response that demonstrates their qualifications to satisfy all of the requirements for all four Projects in aggregate rather than a response for singular Projects as found in Exhibits D through G.** There is no need to make a specific reference to any specific requirement in any individual Project, however, Offeror may convey its qualifications in regard to any requirement(s) that it feels is necessary to adequately demonstrate its ability to perform such requirement(s). The four Projects’ scopes of work are provided in Exhibits D through G in an effort to provide all Offerors a comprehensive understanding of CNM’s requirements for all of the Projects. This will allow an Offeror’s response to this RFP to be crafted with as much information as possible concerning the Work that will be performed for all Projects.

C. It is CNM’s intent to allow the responsive Offerors to choose the Project that they prefer to be awarded based on the final ranking of the Offerors, with the highest final ranked Offeror choosing first, the second highest final ranked Offeror choosing second and so on. However, CNM reserves the right to assign a Project(s) to a ranked Offeror if, in CNM’s sole discretion, a ranked Offeror has specific qualifications or credentials in regard to the requirements of a specific Project(s). Once the Projects are awarded individually to specific Offerors, the Offeror to whom each award is made must provide a detailed scope of work that satisfies CNM’s requirements for the successful completion of that Project. This scope of work will be incorporated into the negotiated Design Professional Services Agreement for that Project.

Note: Final agreed-to schedule for each Project may be subject to review and approval of CNM’s committees selected for those Projects in addition to CNM’s other representatives. Contractor for the Design Professional may be subject to Liquidated Damages if they cause delays to the completion of the Phases and/or the Projects.

D. The selected Offerors are expected to serve as the primary Design Professional throughout the following project phases, which may or may not pertain to all Projects found in Exhibits D through G:

i) Programming Phase  
ii) CMAR Selection Phase  
iii) Schematic Design Phase  
iv) Design Development Value Engineering Phase  
v) Construction Documents Phase  
vi) Interior Construction Design/Finishes Phase  
vii) Construction Contract Administration Phase  
viii) Closeout Phase  
ix) Post Construction Phase

E. Once a schematic design is approved and the Construction Manager at Risk is selected, the Design Professional will begin design development and construction documents to complete the Project. The Design Professional will also work with the Construction Manager at Risk in Pre-Construction Services to gather the information to develop an Initial Guaranteed Maximum Price. The Design Professional will be required to work with the Construction Manager at Risk to develop value engineering and assist CNM in getting the best value for the Project.
F. The Design Professional acknowledges that each project is intended to be contracted using the Construction Manager at Risk method per NMSA 13-1-124.1 through 13-1-124.5.

2.0 SPECIAL SERVICES

2.1 CNM has the right to require, and the Design Professional agrees to perform, services related to the Project(s) other than those services identified as Basic Services.

2.2 For services required by CNM, other than those identified as Basic Services, the Design Professional shall be required to submit a detailed written proposal for performing the Special Services and a "not to exceed" fee proposal for such Special Services to CNM for its review and written approval, incorporating a declaration as to the suitability of performing work. The "not to exceed" fee proposal shall be broken down into specific hours and shall identify all subcontractor costs to perform the services and accomplish the work. CNM's approval of such proposals shall be in writing and communicated through the issuance of an approved purchase order revision issued through CNM's Purchasing Department. No payment for Special Services and no reimbursement for Reimbursable Expenses in connection with such Special Services shall be made except for such Special Services performed in accordance with CNM's advance written approval.

3.0 REIMBURSABLE EXPENSES

3.1 Reimbursable Expenses of the Design Professional shall include the following items when approved in writing and in advance by CNM: (1) transportation and subsistence of principals and employees on special trips to or from locations outside the state of New Mexico and related to the project at the prevailing rate of travel reimbursement being paid by CNM; (2) cost of reproduction of plans, drawings and specifications required for bidding documents (Note: drawing sets for Design Professional's in-house use and CNM review sets are not reimbursable); (3) reasonable plan checks/review fees and permits charged by appropriate governmental authority(s); (4) the services of geotechnical engineers, testing laboratories, and other subcontractors (not employees of the Design Professional) to provide professional evaluations, recommendations and services pertaining to conditions of the site and existing improvements, including but not limited to, tests and surveys required to ascertain and address surface and subsurface conditions, structural integrity of existing structures, the services of Environmental Engineers for the presence of hazardous materials and environmental issues; (5) land surveys for property boundaries, topographical data, legal description, etc.; (6) special inspections or testing; and (7) LEEDS commissioning by third parties as required by government entities.

3.2 Payment of Reimbursable Expenses to the Design Professional shall be paid by CNM at the Design Professional’s direct cost. All requests for reimbursement of expenses shall be accompanied by copies of original invoices.

4.0 MINIMUM QUALIFICATIONS

4.1 Offerors shall be licensed in the state of New Mexico for all engineering and/or design services requested per this RFP.

4.2 Interested candidates shall demonstrate extensive experience in analyzing programmatic needs of institutions of higher education and providing the requested services of the Project(s) to support these needs.

4.3 The successful Offeror shall provide evidence demonstrating that the Offeror and any of the Offeror’s engineering, land surveying, architectural or landscape architectural subcontractors are legally authorized to do business in the state of New Mexico.
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

5.0 EVALUATION CRITERIA

5.1 STEP 1. Written proposals shall be reviewed and evaluated in accordance with the evaluation criteria established below per 6.1 Section I through 6.6 Section VI. CNM reserves the right to reject all offers and issue a new RFP if necessary. An evaluation committee shall evaluate written proposals based on the weighted evaluation criteria. Rankings will be based upon an average tabulation of all individual committee member scores. If interviews are not conducted, the score based ranking of the written offers shall be the basis for awarding the top scored Offeror.

5.2 STEP 2 (optional): If interviews are to be conducted, then the score based rankings of the written offers shall be used as the basis to create a short list of those top ranked Offerors. Interviews shall be scored in accordance with the evaluation criteria taking into account the information provided in the written response and any additional questions related to the SOW(s) of the RFP. Additional questions related to the SOW(s) of this RFP may be submitted to the shortlist in advance or during interviews.

Information and/or factors gathered during interviews, negotiations, and any reference checks, in addition to the evaluation criteria rankings, may be utilized in the final award decisions. References may or may not be reviewed at the discretion of CNM. CNM reserves the right to contact references other than, or in addition to, those furnished by an Offeror.

Final rankings will be based upon an average tabulation of all individual committee member scores after interviews and will not be averaged with STEP 1 scores.

5.3 APPLICATION OF NEW MEXICO RESIDENT OR RESIDENT VETERAN PREFERENCES

1. The New Mexico Resident or Resident Veteran preference points shall be calculated as indicated in the following paragraphs 2, 3 and 4. Only those Offerors who provide a copy of the required preference certificate and the certification form (found in Section G) will receive additional preference points.

2. Offerors who provide a copy of a valid New Mexico Resident Preference Certificate or New Mexico Resident Veteran Preference Certificate with their RFP response and successfully complete Section G of this RFP will receive additional bonus points to be added onto the scoring they receive from the RFP Evaluation Committee for their written RFP response, as follows:

   A. New Mexico Resident Preference. Offerors who provide a valid New Mexico Resident Certificate will receive an additional five percent (5%) of the total points available which will be added to their score. For example, if there is a total highest possible score of 100 points for the RFP and an Offeror gets a score from the Evaluation Committee of 86, the final score for that Offeror would be 91 (86 + 5 points for the valid New Mexico Resident Certificate).

   B. New Mexico Resident Veteran Preference. Offerors who provide a valid New Mexico Resident Veteran Certificate will receive an additional seven, eight or ten percent (7%, 8% or 10%) of the total points available which will be added to their score. The actual percent added will depend on the Offeror’s qualifications that determine the correct percentage as confirmed by the New Mexico Tax & Revenue Department and as declared in the completed Section G of this RFP. For example, if there is a total highest possible score of 100 points for the RFP and the Offeror gets a score from the Evaluation Committee of 86 and the Offeror has declared in Section G that they are eligible for an 8% preference, the final score for that Offeror would be 94 (86 + 8 points for the valid New Mexico Resident Veteran Certificate and declaration).
3. The New Mexico Resident Preference and the New Mexico Resident Veteran Preference are independent and separate from each other and the values are not cumulative. If an Offeror provides valid Certificates for both the New Mexico Resident Preference and the New Mexico Resident Veteran Preference (in which the Offeror declares an 8% preference), the Offeror would not receive a cumulative preference of 13%. Only one preference bonus point value will be added to the Evaluation Committee’s score. In this example, the Offeror supplied a valid New Mexico Resident Certificate (which would be worth a 5% preference) and a valid New Mexico Resident Veteran Certificate (in which the Offeror has declared an 8% preference). Only the 8% preference would be recognized because it is greater than the 5% value of the New Mexico Resident Preference. If the Evaluation Committee scored the Offeror’s written response with a score of 86, then the final score would be 94 (86 + 8), not 99 (86 + 13).

4. Any valid New Mexico Resident Preference or New Mexico Resident Veteran Preference points will be added to Step 1 to arrive at a final score. If Step 2 is initiated for the RFP, any valid New Mexico Resident Preference or New Mexico Resident Veteran Preference points will be added to determine the final score.

5. Arrange your proposal response according to the evaluation criteria stated below. The Design Professional acknowledges that all the Projects are intended to be contracted using the Construction Manager at Risk method per NMSA 13-1-124.1 through 13-1-124.5.

6.0 CRITERIA

A. Offerors shall submit responses to the Evaluation Criteria described in paragraphs 6.1 through 6.6.

6.1 SECTION I. SPECIALIZED DESIGN AND TECHNICAL COMPETENCE - 25 POINTS POSSIBLE

A. Describe your firm’s organization, including a joint venture or association. Provide the name of your firm’s owner(s) and/or principal officer(s) and state the date of incorporation (or partnership), current annual dollar volume and number of employees. Provide your firm’s organizational chart.

B. Provide a current resume for:
   1. The Design Professional(s) who will or may be assigned Responsible Charge.
   2. The project manager(s) who may be assigned to any Project within this RFP.
   3. Each additional employee who will or may provide services under the proposed agreement including those required for LEED Certification.

C. Provide proof of registration for the registered Design Professional(s).

D. Provide a current resume for:
   1. All proposed sub-consultants including but not limited to architects, engineers or surveyors who will or may be contracted to provide or perform professional services. Provide proof of registration and licensure for all proposed professional surveyors, Design Professionals and engineers.

6.2 SECTION II. CAPACITY AND CAPABILITY - 30 POINTS POSSIBLE

A. Describe your firm’s approach and qualifications to provide and manage the required services as identified within this Request for Proposals as a Construction Manager at Risk Project.

B. Provide information that demonstrates your firm’s and that of your firm’s proposed sub-consultants’ qualifications, capacity and capability to perform work of the nature and scope of the Projects within this RFP. Detail your firm’s and that of your proposed sub-consultants’ qualifications, ability, depth
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

of knowledge, skills, experience and expertise as it relates to the services requested and required to be performed as described and outlined within the Projects within this Request for Proposal. Discuss how your firm will coordinate or provide particular services which may not be available in-house.

C. Identify any Specialized Services you feel may be required to complete performance of the Projects within this RFP and describe how your firm proposes to meet those identified needs.

D. Describe techniques your firm will use to assure that schedule dates will be met. Describe recent projects to demonstrate your firm’s ability to meet project budgets and schedules.

E. Provide a summary of current work and a statement regarding your firm’s ability to assign adequate staff and resources to meet Project schedules and timelines for this RFP.

F. In order to explain how your firm develops a proposed timeline for a project, provide a proposed project timeline for Project 2 (Smith Brasher Hall Renovation) found in Exhibit E attached hereto, broken down by labor category and level of effort to perform the services for the requirements of this RFP. The proposed timeline must identify all services to be performed, inclusive of all services proposed to be performed by any and all sub-consultants by Phase as follows:

Offeror’s Proposed Schedule: Estimated Kickoff Meeting: ________

Programming Phase: _______ weeks
CMAR Selection Phase: _______ weeks
Schematic Design Phase: _______ weeks
Design Development Value Engineering Phase: _______ weeks
Construction Documents Phase: _______ weeks
Interior Construction Design/Finishes Phase: _______ weeks
Construction Contract Administration Phase: _______ weeks
Closeout Phase: _______ weeks
Post Construction Phase: _______ weeks

G. Provide a written narrative outlining and completely describing your firm’s commitment and guarantee for the successful completion of the Projects within this RFP using a Construction Manager at Risk methodology.

H. Provide a written narrative outlining and completely describing the approach your firm will take to ensure that all specifications, drawings, bid, construction and design documents will be thorough, accurate and complete. How does your firm propose to address any deficiencies uncovered in the above documents? What commitment and guarantee will your firm extend to CNM and its contractors in this regard?

I. State knowledge, experience and approach to designing facilities in accordance with U.S. Green Building Council’s LEED rating system.

J. Describe your experience with BIM, REVIT or other computer modeling including software used and level of detail.

K. Describe your firm’s quality assurance program regarding, but not limited to, design, code compliance, and coordination of work. Identify those regulatory agencies, governing bodies and utility providers, as you understand, are aware or that you anticipate shall become involved in the permitting, review, approval, certification, etc. processes connected to the Projects described within this RFP. Provide a short narrative summation of the anticipated involvement for each organization identified.
6.3 **SECTION III. RECORD OF PERFORMANCE - 30 POINTS POSSIBLE**

A. Describe at least five (5) projects to illustrate the Offeror’s project experience, all of which must have been started in last five (5) years with a construction cost of at least $5,000,000.00. These projects must be renovation projects that demonstrate the Offeror’s ability to work with the Owner to maintain the facilities as operational while under construction. Please provide the following information for each project:
1. Name of the project
2. Construction budget
3. Date of completion
4. Owner with point of contact name, title, phone number and email address
5. General Contractor’s name, address, phone number and email address

Note: CNM reserves the right to contact any of the contacts named or any other references at its sole discretion for the purpose of evaluating the RFP response.

CNM desires that the projects described include the following elements:

a. Projects with Educational, Government Agencies, local public bodies, or other projects with private entities with similar scope and complexity within the State of New Mexico. Renovation projects are of particular interest.
b. Projects which provide cost estimating and value engineering, and how issues were addressed and used to revise or develop the Design Professional design to meet the project construction budget.
c. Projects similar to the scope of work for the CNM Projects described in the scopes of work in Exhibits D through G of this RFP which contain various components of the Projects such as: administrative space, classrooms, (integrated classroom technology), student services, support spaces.
d. Projects that include sustainability issues and require LEED Silver or better certification.
e. Projects that demonstrate your firm’s ability to act as a Design Professional using a Construction Manager at Risk methodology.
f. Projects that use BIM or other 3D modeling and its integration during construction and close-out processes.
g. Experience with construction phasing of renovation projects with the possibility of maintaining operation of portions of a facility during construction and renovation.
h. Experience working with committees and teams, including meeting schedules and deadlines for the Owner and Construction Manager at Risk.
i. Final cost estimates compared to actual final construction costs.
j. Number of A/E Oversight change orders by each individual change that was authorized (if multiple changes were authorized into a single change order) and processed for each project providing (i) reason for each change, (ii) construction costs associated with each change order, (iii) actual additional construction cost due to A/E Oversight change orders per square foot to construct each project, and (iv) amount of time extensions granted to contractor (provide a very brief reason/description for basis of granting each time extension).

B. Has your firm in the last five (5) years or is your firm currently in any legal dispute, mediation or arbitration hearings regarding dispute resolution with an owner, contractor or any of your subcontractors, consultants etc.? If yes, provide detail information.

6.4 **SECTION IV. PROXIMITY TO OR FAMILIARITY WITH THE AREA - 5 POINTS POSSIBLE**

Demonstrate through narrative, graphics and/or maps your firm’s ability to respond quickly to on and off-
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

site requirements for design, construction and administration of the Projects within this RFP. Indicate previous knowledge or experience regarding the Projects within this RFP including location and any current work or associated consultants who could enhance your firm's ability to provide timely responses or special expertise to the Projects.

6.5 SECTION V. NEW MEXICO BUSINESS – 5 POINTS POSSIBLE
Provide a narrative and detailed list describing the amount of work that will be produced by New Mexico and any non-New Mexico businesses toward the completion of the Projects within this RFP. Show all work on a 100% basis to be performed by the entire team including all consultants and subcontractors. Include the business name, address and phone number for each.

6.6 SECTION VI. VOLUME OF WORK – 5 POINTS POSSIBLE
State the volume of work previously done for CNM which is not 75% complete with respect to basic professional design services AT TIME OF DUE DATE AND TIME OF THIS RFP. This does not need to include Reimbursable Services. Points will be determined as follows:

<table>
<thead>
<tr>
<th>Value of work not yet completed on projects that are not 75% Complete</th>
<th>Points to be allowed for this item.</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>5</td>
</tr>
<tr>
<td>$1,00 to $25,000.00</td>
<td>4</td>
</tr>
<tr>
<td>$25,001.00 to $50,000.00</td>
<td>3</td>
</tr>
<tr>
<td>$50,001.00 to $75,000.00</td>
<td>2</td>
</tr>
<tr>
<td>$75,001.00 to $100,000.00</td>
<td>1</td>
</tr>
<tr>
<td>$100,001.00 or more</td>
<td>0</td>
</tr>
</tbody>
</table>

7.0 ENTIRE AGREEMENT

This RFP shall be incorporated into any Contracts or Agreements as may be required for awards. The Contracts, including the RFP, RFP terms and conditions and those portions of the Offeror’s response accepted by CNM shall become the entire agreement between the parties.
ANY MODIFICATIONS TO THIS SECTION E, SIGNATURE OF FIRM’S AUTHORIZED REPRESENTATIVE RESPONSE FORM, OTHER THAN FILLING IN THE FORM FIELDS IS NOT ACCEPTABLE AND WILL RESULT IN DISQUALIFICATION OF THE OFFEROR’S RESPONSE. THE GENERAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF CNM’S PURCHASE ORDER ARE AN EQUAL AND INTEGRAL PART OF THIS REQUEST FOR PROPOSALS (RFP) AND ARE NOTED IN SECTION C. THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THIS RFP ALONG WITH ANY ATTACHMENTS AND THE OFFEROR’S RESPONSE ARE HEREBY INCORPORATED INTO ALL PURCHASE ORDERS ISSUED AS A RESULT OF THIS RFP, INCLUDING ANY ADDENDA. CNM RESERVES THE RIGHT TO NEGOTIATE WITH A SUCCESSFUL OFFEROR (CONTRACTOR) PROVISIONS IN ADDITION TO THOSE STIPULATED IN THIS RFP. THE CONTENTS OF THIS RFP, AS REVISED AND/OR SUPPLEMENTED, AND THE SUCCESSFUL OFFEROR’S PROPOSAL WILL BE INCORPORATED INTO THE CONTRACT. SHOULD AN OFFEROR OBJECT TO ANY OF THE CNM STANDARD TERMS AND CONDITIONS THAT OFFEROR MUST PROPOSE SPECIFIC ALTERNATIVE LANGUAGE THAT WOULD BE ACCEPTABLE TO CNM. GENERAL REFERENCES TO THE OFFEROR’S TERMS AND CONDITIONS OR ATTEMPTS AT COMPLETE SUBSTITUTIONS ARE NOT ACCEPTABLE TO CNM AND WILL RESULT IN DISQUALIFICATION OF THE OFFEROR’S PROPOSAL. OFFERORS MUST PROVIDE A BRIEF STATEMENT OF THE PURPOSE AND IMPACT, IF ANY, OF EACH PROPOSED CHANGE FOLLOWED BY THE SPECIFIC PROPOSED ALTERNATE WORDING.

By signing below, contractor acknowledges that it is a competent firm capable of providing the items and/or services requested, is properly licensed for providing the items or services specified, has read this Request for Proposals, understands it, and agrees to be bound by its terms and conditions. Contractor hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document, upon receipt of an authorized purchase order from the purchasing department, and further agree that the language of this document shall govern in the event of a conflict with its proposal. The undersigned, being duly authorized to sign bidding documents and act on behalf of the contractor in an official capacity, certifies that the items and/or services offered on this Request for Proposal meets or exceeds all specifications, terms and conditions as described in this Request for Proposal without exceptions. I understand that items and/or services not meeting all specifications, terms and conditions will be rejected and all costs shall be borne by the contractor.

*Please fill in all spaces below:*

Legal Company Name__________________________________________
Address________________________________________________________
City, State, Zip____________________________________________________
Phone Number____________________________________________________
FAX Number_______________________________________________________
Email____________________________________________________________
Contact Person for Clarification of Proposal Response________________________

NM Tax ID________________________________________________________
Federal Tax ID_______________________________________________________

Applicable NM License Numbers_____________________________________

ALL NEW MEXICO LICENSE NUMBERS LISTED HEREIN OR PURPORTED BY THE VENDOR MUST BE ISSUED IN THE OFFERING FIRM’S LEGAL COMPANY NAME. LICENSE NUMBERS LISTED UNDER A NAME OTHER THAN THE LEGAL COMPANY NAME MAY RENDER THE OFFER AS BEING NON-RESPONSIVE. NON-RESPONSIVE OFFERS WILL NOT BE CONSIDERED FOR AWARD.

OFFERORS WISHING TO RECEIVE THE RESIDENT BUSINESS PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A VALID RESIDENT BUSINESS CERTIFICATE ISSUED BY NEW MEXICO TAX & REVENUE WITH THEIR SEALED RESPONSE.

OFFERORS WISHING TO RECEIVE THE RESIDENT VETERAN BUSINESS PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A VALID RESIDENT VETERAN CERTIFICATE ISSUED BY NEW MEXICO TAX & REVENUE WITH THEIR SEALED RESPONSE.

Acknowledgment of Amendment/Addendum, Specify Number(s) and Date(s)

<table>
<thead>
<tr>
<th>#</th>
<th>date</th>
<th>#</th>
<th>date</th>
<th>#</th>
<th>date</th>
<th>#</th>
<th>date</th>
</tr>
</thead>
</table>

Signature of Member Authorized to Sign for Firm________________________________________

Printed/Typed Name and Title of Individual Signing______________________________________

RFP # P-360, Advertised March 30, 2014
Copyright CNM 2014. All rights reserved.
SECTION F: DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT FORM

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

DEBARMENT/SUSPENSION STATUS
1. The vendor/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The vendor/contractor agrees to provide immediate notice to CNM’s Purchasing Department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this RFP but prior to the award of the purchase order/contract.

NON-COLLUSION AFFIDAVIT
The undersigned, duly authorized to represent the persons, firm and/or corporation joining and participating in the submission of the foregoing bid (such persons, firm and/or corporation hereinafter being referred to as the vendor/contractor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm, or corporation, nor any person duly representing the same joining and participating in the submission or the foregoing bid/proposal, has directly or indirectly entered into any agreement or arrangement with any other vendor/contractors, or with any employee of CNM, or any person, firm or corporation under contract with CNM whereby the contractor, in order to induce the acceptance of the foregoing bid by CNM has paid or is to pay any other vendor/contractor or to the aforementioned persons anything of value whatsoever, and that the vendor/contractor has not directly or indirectly entered into any agreement or arrangement with any other vendor/contractor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.

CERTIFICATION
The undersigned hereby certifies that he/she has read the above Non-Collusion Affidavit and Debarment/Suspension Disclosure Statement and that he/she understands and will comply with these requirements. The undersigned further certifies that he/she have the authority to certify compliance for the vendor/contractor named below.

Signature __________________________________________ Title __________________________
Printed/Typed Name ________________________________ Date ______________________
Legal Company Name __________________________________________________________
Address _________________________________________________________________
City/State/Zip ______________________________________________________________
SECTION G: NEW MEXICO RESIDENT AND RESIDENT VETERAN PREFERENCE CERTIFICATION

USE THIS OFFICIAL FORM—DO NOT RECREATE OR USE ALTERNATIVES

NEW MEXICO RESIDENT PREFERENCE

OFFERORS WISHING TO RECEIVE THE NEW MEXICO RESIDENT PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A VALID NEW MEXICO RESIDENT CERTIFICATE WITH THEIR SEALED RESPONSE. Submitted certificates shall be validated by CNM with the New Mexico Tax & Revenue Department.

NEW MEXICO RESIDENT VETERAN PREFERENCE

OFFERORS WISHING TO RECEIVE THE NEW MEXICO RESIDENT VETERAN PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A VALID NEW MEXICO RESIDENT VETERAN CERTIFICATE WITH THEIR SEALED RESPONSE AND COMPLETE THE FOLLOWING. IF OFFEROR’S FIRM IS INELIGIBLE TO RECEIVE THE NEW MEXICO RESIDENT VETERAN PREFERENCE, OFFEROR MUST CHECK THE BOX BELOW INDICATING THAT INELIGIBILITY:

_________________________ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veteran preference to this procurement:

PLEASE CHECK ONE BOX ONLY FROM THE FOUR (4) CHECK BOXES LISTED BELOW:

☐ I declare that my firm is ineligible to receive New Mexico Resident Veteran Preference.

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veteran Preference AND who have included a valid New Mexico Resident Veteran Certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. This New Mexico Resident Veteran Preference is separate from the New Mexico Resident Preference and is not cumulative with that preference. Submitted certificates shall be validated by CNM with the New Mexico Tax & Revenue Department.

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

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% 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 New Mexico Resident Veteran Business Preference/New Mexico Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award 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.

(Signature of Business Representative)*  (Date)

*Must be an authorized signatory for the Business.

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

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either 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.

“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.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.
“Prospective contractor” means a person who 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 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:
CNM’s Governing Board including, District 1 Pauline J. Garcia, District 2 Robert P. Matteucci Jr., District 3 Ms. Deborah Moore, District 4 Mr. Mark Armijo, District 5 Mr. Blair L. Kaufman, District 6 Ms. Penelope S. Holbrook, and District 7 Mr. Michael DeWitte.

### DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

<table>
<thead>
<tr>
<th>Contribution Made By:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Relation to Prospective Contractor:</td>
<td></td>
</tr>
<tr>
<td>Date Contribution(s) Made:</td>
<td></td>
</tr>
<tr>
<td>Amount(s) of Contribution(s)</td>
<td></td>
</tr>
<tr>
<td>Nature of Contribution(s)</td>
<td></td>
</tr>
<tr>
<td>Purpose of Contribution(s)</td>
<td></td>
</tr>
</tbody>
</table>

---

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)

(Attach extra pages if necessary)
CERTIFICATES OF INSURANCE
The AWARDED Contractor(s) shall furnish UPON REQUEST, one copy each of Certificates of insurance herein required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, effective dates of expiration of policies of Insurance carried by the Contractor. The Contractor shall furnish to CNM copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to CNM. Such certificates shall be filed with CNM and shall also contain the following statements:

1. The Governing Board of Central New Mexico Community College, Central New Mexico Community College, its agents, servants and employees are held as additional insured.
2. The insurance coverage certified herein shall not be canceled or materially changed except after THIRTY (30) days written notice has been provided to CNM.

COMPENSATION INSURANCE:
The Contractor shall procure and shall maintain during the life of any resultant agreement Worker's Compensation insurance as required by applicable State law for all of the Contractor's employees to be engaged at the site referred to in this solicitation in case of any such work sublet, the Contractor's Worker's Compensation insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than $500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE:
The Contractor shall maintain insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extension or renewals. The limits effective July 1, 1992 are:

- Bodily Injury: $750,000. Each Occurrence
- Property Damage: $100,000. Each Occurrence

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:
The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-1-1 et. seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

- Bodily Injury: $750,000. Each Occurrence
- Property Damage: $100,000. Each Occurrence

SUBCONTRACTOR'S AND SUB-SUBCONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:
The Contractor shall either:

1. Require each subcontractor or sub-subcontractor to procure and maintain during the life of the subcontract or sub-subcontract Public Liability Insurance of the types and amounts specified above or,
2. Insure the activities of the subcontractors or sub-subcontractors in the Contractor's policy as required under this Article.

GENERAL:
All insurance policies are to be issued by companies authorized to do business under the laws of the state in which the work is to be done and acceptable to Owner.

The Contractor shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies.
EXHIBIT C: CNM’S CONFIDENTIALITY AGREEMENT

Confidentiality Agreement – for Design Professional and any and all staff, consultants, etc. that will have access to Confidential material under your contract with CNM

This is an Agreement between Central New Mexico Community College (“CNM”) and [Contractor/Vendor name] (“Contractor”) concerning the confidentiality and nondisclosure of information relating to CNM, its students and employees. References in this Agreement to “CNM” mean CNM together with its students and employees.

WITNESSETH:

WHEREAS, Contractor has contracted with CNM to provide ____________________________ services, as described in Request for Proposal(s) No. _____ and related documents (the “Contract”), the terms and conditions of which Contract are incorporated herein by reference; and

WHEREAS, Contractor acknowledges and recognizes that in performing the Contract it may have access to data and information contained within or about CNM’s resources and systems; and

WHEREAS, Contractor acknowledges and recognizes that in performing the Contract it may have access to sensitive and/or proprietary and/or nonpublic data and information which is or may be subject to state and/or federal laws and regulations, including but not limited to privacy laws and regulations, which must be kept confidential pursuant to those laws and/or regulations; and

WHEREAS, Contractor recognizes that CNM has a compelling need to maintain confidentiality and prohibit disclosure of data and information contained within CNM’s resources and systems, and further recognizes that its Contract with CNM places Contractor in a position of special trust and confidence with respect to data and information concerning CNM and its operations; and

WHEREAS, Contractor recognizes and acknowledges that a breach of this Agreement would cause substantial, grave and irreparable harm to CNM and its interests; and

WHEREAS, Contractor agrees to the terms and conditions set forth below.

NOW, THEREFORE, for the reasons stated above, Contractor, as a precondition to its Contract with CNM and in partial consideration thereof, agrees and covenants with CNM as follows:

1. Contractor agrees to perform services under the Contract pursuant to any and all privacy and confidentiality requirements contained in state and federal laws and regulations applicable to CNM, as well as those state and federal laws and regulations applicable to Contractor.
EXHIBIT C: CNM’S CONFIDENTIALITY AGREEMENT

2. Contractor agrees that it will keep in strictest confidence all CNM data and information to which it may have access in performing its duties under the Contract, in computerized form or otherwise, and that neither it nor anyone operating on its behalf will disclose or use, in any manner, CNM data and information, except to the extent necessary to carry out the Scope of Work in the Contract. No other use of the data and information by Contractor is permissible.

3. Contractor agrees to indemnify and hold harmless CNM from any and all liability, injury and damages resulting or arising from any intentional or unintentional disclosure of data and/or information stored on or contained within CNM resources and systems by Contractor, its agents and representatives.

4. Contractor agrees and acknowledges that at all times during the Contract it is operating and shall operate as an independent contractor and not as an agent or employee of CNM.

5. Contractor agrees that information contained within CNM resources and systems shall be accessed, if at all, only as may be necessary to carry out the Contract. Contractor agrees to reasonably limit access to information contained within CNM resources and systems to those among its employees, officers or directors for whom disclosure is necessary to further the purpose of the Contract.

6. Contractor agrees that, upon the termination or conclusion of the Contract, it will deliver promptly to CNM all data, information, documentary and other materials relating to CNM, and any and all copies of electronic records thereof, within its custody or control or within the custody or control of its agents or representatives, that it or anyone operating on its behalf created, produced or obtained in the course of Contractor’s Contract with CNM.

7. Contractor agrees that if any person or entity requests, subpoenas, or otherwise attempts to obtain any data, information or material relating to CNM within Contractor’s custody or control, or within the custody or control of anyone operating on its behalf, it will notify CNM immediately and will cooperate fully in any legal action by CNM seeking protection against disclosure of such data, information or material.

8. If Contractor knows or has reason to believe that there has been an improper use or any disclosure of CNM’s data or information, Contractor shall orally notify CNM as soon as practicable and shall send written notice within five (5) business days of discovery. Such notification shall set forth in detail the known or suspected use or disclosure.

9. Contractor acknowledges and agrees that if it breaches this Agreement, CNM, in addition to terminating the Contract and taking other action available to it, may obtain preliminary and permanent court injunctions to
stop the breach, and may also sue to recover from Contractor an amount equal to the damages caused by the breach and the revenues Contractor or anyone operating on its behalf derived from the breach, together with all costs and expenses, including attorneys’ fees, incurred by CNM in taking such actions.

10. Contractor agrees that the terms of this Confidentiality Agreement will survive the expiration or termination of the Contract.

11. This Agreement and obligations hereunder shall be binding on the representatives, assigns, and successors of the Contractor and shall inure to the benefit of the assigns and successors of CNM.

12. If any of the provisions of this Agreement are not enforceable, in whole or in part, the remaining provisions set forth in this Agreement shall nonetheless remain in full force and effect.

13. This Agreement constitutes the entire understanding of the parties about the subject matter hereof and may not be amended or modified except in writing signed by each of the parties to the Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Confidentiality Agreement to be executed by their duly authorized representatives.

Central New Mexico Community College

Print Name: _________________________
Signature: _________________________
Title: ______________________________
Date: ______________________________

[Contractor/Vendor Name]

Print Name: _________________________
Signature: _________________________
Title: ______________________________
Date: ______________________________
EXHIBIT C: CNM’S CONFIDENTIALITY AGREEMENT

Contractor Employees who will have access (add additional names as necessary):

Print Name: ______________________
Signature: _______________________
Title: ___________________________
Date: ___________________________

Print Name: ______________________
Signature: _______________________
Title: ___________________________
Date: ___________________________

Print Name: ______________________
Signature: _______________________
Title: ___________________________
Date: ___________________________
EXHIBIT D: PROJECT 1, SCOPE OF WORK, MAIN CAMPUS, BUILDING “A” RENOVATION

Project 1

Scope of Work
Main Campus Building “A” Renovation

General Purpose:

CNM is seeking to renovate the Building “A” to meet the needs of the administrative departments to help support CNM. With the recent relocation of the baking and cooking labs to the new Robert P. Matteucci Building, CNM would like to renovate the space to accommodate the need for new functions and departmental growth. The current planning calls for the renovation of the portions of the building to provide for additional office suites to support the growing need for office space across CNM. This project will also include the upgrades to all building systems, building envelope and elevator replacements. The project must include dealing with the building envelope such as glazing and wall and improvements to provide better energy efficiencies and improve the workings of the mechanical systems to improve energy use. The project will also include the development of the entryways around the building to note entry into various departments. The project will also include the development of the “A” Building patio area to enhance outdoor seating areas of the campus. A small concise planning team will be established to assist the architect in programming and developing the entire facility so that it meets the requirements. The architect will need to work with this planning group to develop schematic and preliminary designs for the building as a whole. The facility will include administrative office suites to house such functions as budget/business office, internal auditors’ offices, MCO, Purchasing, Human Resources, Scheduling department and other similar offices to consolidate CNM resources. The architect will need to review the space needs and square footage and to develop detail requirements for each space and develop relationship diagrams and program requirements and finalize a program for the facility. This project program will be used to develop the schematic design and be used to develop construction documents.

It is the intent that the building will remain functional during construction and will require the architect to work with CNM to develop a plan and schedule for construction. The construction for this project is intended to be Construction Manager at Risk to allow the project schedule to be reduced. Since a portion of the facility is scheduled for renovation, the architect will need to design each portion of the facility to meet a LEED Silver Certification.

The project construction will be done in three phases:

Phase I: The first part of the construction will be the first floor of the building.

Phase II: This portion of the project will include the renovation of a portion of the second floor to house a Human Resources suite. Construction of the project will begin immediately upon completion of the first floor.

Phase III: This portion of the work will include the construction of the remainder of the second floor to complete the renovation.

The facility will need to deal with the following ten issues that have been identified as important to CNM:

1. Agility. The focus on flexibility. CNM would like to look at generic spaces that can be configured quickly to serve the ever changing needs of CNM.
2. Collaborative Planning. Architect will need to work with diverse group of interested parties who might be affected by construction. Groups include various users from across CNM.
3. Community Use. CNM would like to take advantage of partnerships with local businesses, community groups, public agencies, and other institutions.
4. **Cost Effective Design.** The new facility must stay within the available budget established by CNM.

5. **Security.** The facility will need to be designed with security in mind.

6. **Campus Facility Plan.** The design will need to adhere to the concepts and ideas noted in the Facilities Master Plan and the need to develop a cohesive plan for the entire building.

7. **Staff Centered.** The Architect will need to create spaces that can enhance different collaborative working styles. Spaces will need to be flexible to allow for changes and flexibility.

8. **Sustainable Design.** The design of the facility will need to complement the existing use of materials to create a campus image and identity that is sensitive to the landscape and the area.

9. **Technology.** The architect will need to design the facility and spaces to meet the needs of the unprecedented growth in the availability of technology. Issues such as wireless network access, support for mobile computing devices, specialized labs and access to digitally stored information will need to be evaluated.

10. **Universal Design.** The facility will need to abide by the accessibility guidelines of the Americans with Disabilities Act to create a facility that incorporates universal design concepts such as areas of refuge, unisex restrooms, etc.

The project will include the following:

1. Formal entry way to the building.
2. Walkway connection to the existing pedestrian walkways.
3. Fire protection.
4. Relocation of utilities and infrastructure to accommodate future growth.
5. Telecommunications and data infrastructure for future growth.
7. Camera security surveillance systems, intrusion alarms and access control.
8. Elevator replacement or repair.
9. Replacement of existing voice, data, and other low voltage cable such as cabling for intrusion alarms with a structured communications cabling system and data infrastructure to support future growth.
10. Signage/Wayfinding.

The following will be included in the lump sum services for all parts:

1. The architect will need to provide a list of all deliverables for each phase of the project as well as a schedule for completing the project. The architect will break down each phase of the project as follows:
   a. Programming Phase
   b. CMAR Selection Phase
   c. Schematic Design Phase
   d. Design Development Value Engineering Phase
   e. Construction Documents Phase
   f. Interior Construction Design/Finishes Phase
   g. Construction Contract Administration Phase
   h. Closeout Phase
   i. Post Construction Phase

   A probable cost estimate will be required at the beginning of each phase.

2. Complete an accurate site survey of the property.

3. The services of geotechnical engineers, testing laboratories and other consultants to provide professional evaluations and recommendations pertaining to conditions of the site and existing improvements, including but not limited to, tests and surveys required to ascertain and address surface and subsurface conditions, structural integrity of existing structures, the presence of hazardous materials and environmental issues.
EXHIBIT D: PROJECT 1, SCOPE OF WORK, MAIN CAMPUS, BUILDING “A” RENOVATION

4. Full construction inspection and certification services as required by state CID.
5. Provide various campus and community meetings to seek input into the design.
6. The Architectural firm shall perform the services expeditiously as is consistent with the professional skill and care which is ordinarily applied by an architect of good standing with the New Mexico Board for Registration of Architects. It is anticipated the construction for the first phase will begin in the summer of 2014.
7. The Architect shall provide a full professional team for the performance of the services required by the Agreement. The Architect will employ the services of consulting engineers in order to provide a full professional team as dictated by the disciplines of architectural and engineering design involved in the Work.
8. Review and comply with laws, codes, and regulations applicable to the design incorporating requirements imposed by governmental authorities having jurisdiction over the project.
9. Registration of the building through the US Green Council to ensure the building is tracked and registered to meet LEED Silver Certification.
10. Fundamental commissioning for the building to meet LEED Silver Certification.
11. All documentation, air quality tests and studies as required to ensure the building project is LEED Silver Certified.

Additional Requirements of the Design Professional Firm Include:

A. Programming Phase
   a. The Architect shall develop a written program to ascertain the requirements of the project and shall review the understanding of such requirements with the Owner.
   b. The Architect shall provide a complete project program listing the needs of the Owner, project cost, objectives, conferences, regulatory requirements, schedule and design criteria.
   c. The Architect shall provide preliminary evaluation of the Owner’s scope of work and project schedule, project site, budgeted cost of the Work and available surveys, tests, and reports to ascertain that each is consistent and comparable with the others and the requirements of the project. If the Architect detects any inconsistencies or incompatibilities among the documents and information provided by the Owner, the Architect shall promptly recommend reasonable adjustments.
      i. The Architect shall investigate existing conditions or existing facilities and list spaces that will be affected by the renovation.
      ii. The Architect shall investigate existing facilities and provide a preliminary seismic evaluation of the structures in accordance with New Mexico state codes.
      iii. The Architect shall comply with CNM requirements for building communications cabling systems including voice, data and other low voltage communications cabling involving both fiber and copper media as required by CNM’s Information Technologies Services. All fiber lines, copper cabling and conduit shall be included in this project. The project will also include termination of all lines back to the computer file server room located in the existing facility.
      iv. Obtain and list all design related permits and approvals required by governmental authorities having jurisdiction over the project (e.g. grading, drainage plans, zoning, right of ways, encroachment).
   d. Meet with local governmental agencies to obtain prior approval.
   e. Registration of the project with the US Green Council to meet LEED Silver Certification.
   f. Selection of the commissioning agent will be selected at this part of the project.
g. The architect will review the current mechanical system to evaluate the current system and recommend systems to lower energy cost.

h. Provide cost study analysis on the amount of energy savings projected with the renovation of the project.

i. The Architect shall participate in the development and review of the CM at Risk proposals. The Architect shall also assist CNM in developing any needed exhibits, plan or information for the RFP proposal

B. Schematic Design Phase

a. Schematic Drawings and Specifications. Based on the program, project schedule and delivery method, project site, budgeted cost of the Work, and preparatory surveys, test, and consultants’ reports, and any agreed adjustments thereto, the Architect shall prepare schematic drawings for schematic plan submittal.

b. Submit for Approval. The Architect shall submit the schematic design documents for the approval of the Owner. The schematic design document approved by the Owner shall constitute the approved project program which can then only be revised only by written agreement of the Architect and Owner. The Architect shall prepare sufficient alternative approaches to design and construction to satisfy Owner’s requirements.

c. The Architect shall review alternative approaches to design and construction for the project and the schematic design phase documents as they are being prepared at intervals appropriate for the progress of the project with the Owner and Contractor.

d. The Architect shall furnish the Contractor with copies of the Architect’s documents to assist the Contractor in fulfilling its responsibilities to the Owner. These copies will be included as part of Basic Services and not reimbursable.

e. The Architect shall provide the Owner and Contractor with a preliminary estimate of construction cost and shall review their estimate against the Contractor’s estimate for comparison. The Architect will work to reconcile any differences with the two estimates. The Architect will be required to provide a detailed explanation of the differences to the Owner. The Architect and Contractor shall meet as required to discuss the project and budget.

f. The Architect shall have a LEED kick off meeting to discuss the project checklist with the consultants and the Owner to review possible points and any additional points that will ensure that the project meets LEED Silver for a major renovation.

g. Prior to the Owner’s approval of the schematic design documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner’s review comments.

C. Preliminary Design Phase

a. Preliminary Drawings and Specifications. Based upon the schematic design documents approved by the Owner and any adjustments authorized by the Owner in the budgeted cost of the Work, program schedule, or delivery method, the Architect shall prepare preliminary drawings, outline specifications and other documents to fix and describe the size and character of the project.

b. The Architect is required to use AutoCad RIVET software to ensure all systems in the building function together.

c. The Architect shall prepare and distribute conference memoranda, meeting summaries, summaries of telephone conversations, documentation of site visits and inspection reports as required to maintain a comprehensive record of the project within an agreed timeframe by both the Architect and the Owner. The project name shall be shown on all documents.
d. Prepare exterior and interior electronic renderings of the design work in a format acceptable to the Owner for the Owner’s use in explaining the design and/or advertising the project. The Architect shall also provide the Owner with a computer generated rendering of the facility renovations showing three dimensional views.

e. The Architect shall obtain all design related permits and approvals required by governmental authorities having jurisdiction of the project.

f. The Architect shall work with the CM at Risk to determine any value engineering that will assist the project in meeting its schedule for construction, quality and LEED Silver Certification.

g. The Architect shall review its construction cost estimate in comparison to the construction cost prepared by the Contractor and shall reconcile any differences between the two construction cost estimates in coordination with the Contractor.

h. The Architect shall review the construction schedule with the CM at Risk and the Owner to review ways to keep some portions of the building operational during construction.

i. The Architect shall review the design development documents as they are being prepared at intervals appropriate to the progress of the project with the Owner and Contractor. The Architect shall furnish copies of the Architect’s documents to the Contractor in fulfilling its responsibilities to the Owner. At the completion of the design development phase or such time as the Owner may specify to the Architect, Owner will furnish Architect with a Guaranteed Maximum Price proposal prepared by the Construction Manager based upon the design development documents prepared by the Architect and approved by the Owner. The Architect shall assist the Owner and further advocate the Owner’s interest in Owner’s negotiations with the Construction Manager in an effort to develop a guaranteed maximum price proposal acceptable to Owner.

j. If Construction Manager’s Guaranteed Price Proposal exceeds the cost furnished to Owner by Architect, Owner may direct the Architect to revise the documents at their own expense so the Guaranteed Maximum Price proposal for constructing the project shall not exceed the Owner’s Construction Cost and any previously approved construction cost estimate.

k. After the Guaranteed Maximum Price has been accepted, the Architect shall incorporate into the design development any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the Guaranteed Maximum Price.

D. Construction Document Phase

a. Authorization. The Owner’s formal approval of the preliminary drawings and further adjustments in the scope and quality of the project and outline specifications shall constitute authority for the Architect to proceed with the completion of final plans and specifications.


c. Final Drawing and Specifications. Based on CNM approval and review by the Construction Manager, preliminary design documents any further adjustments in the scope quality and the cost of work, the Architect shall prepare construction documents consisting of final plans and specifications setting forth in detail the requirements for the construction of the project. The drawings shall incorporate the resolutions of CNM comments and shall be complete as required for the entire project.

d. The Architect shall plan, draw and specify for the entire project so that the construction of the building and related facilities together with its built-in
permanent fixtures and equipment will cost no more that the Guaranteed Maximum Price proposal from the Contractor.

e. In order to meet the timeline requirements, the Architect may be asked to develop a series of Early Work Packages to meet the desired timeline for construction.

f. The Architect shall be responsible for obtaining all design related permits and approvals required by the governmental authorities having jurisdiction over the project.

g. The review of the construction documents by the Owner shall not relieve the Architect of responsibility for code compliance, design deficiencies or omissions and errors.

h. The Architect shall provide the local building official having jurisdiction a complete set of construction documents to review, shall meet with the local official and determine any changes. Approval and signature from the local official is required prior to the construction contract and procurement services.

i. The Architect will be responsible for managing the design to stay within the Guaranteed Maximum Price proposal. The Architect shall review the construction documents as they are being prepared at intervals appropriate to the progress of the project with the Owner and Construction Manager.

j. The Architect shall meet with the State Fire Marshall and provide the Fire Marshall with a complete set of construction documents. The Architect shall provide CNM with the following:
   i. Certificate of compliance
   ii. Fire Marshall Inspection Report

k. The Architect shall provide the Construction Manager with copies of the project documents to assist the Construction Manager in fulfilling its responsibilities to the Owner.

l. The Architect shall advise the Owner and Construction Manager on matters such as construction phasing and scheduling, bid or proposal alternates, liquidated damages, construction time period and other construction issues appropriate for the project.

m. The Architect shall assist the Owner and Construction Manager in the preparation of the necessary bidding information, bidding forms, RFP information, and conditions of the contract.

E. Bidding Phase

a. In conjunction with the development of the Guaranteed Maximum Price and at other times as appropriate to the project, the Architect shall assist the Construction Manager by receiving and recording requests for bid and request for proposal documents, issuing bid and RFP documents and accounting for bid and RFP documents issued, receiving and resolving questions about bid, preparing addenda, issuing addenda, and accounting addenda issued, attending pre-bid and pre-proposal conferences and meetings, and assisting in preparing and awarding multiple contracts for construction.

b. The Architect shall answer inquiries from bidders at Owner’s request and shall prepare and issue any necessary addenda to the bidding documents.

F. Construction Contract Administration Phase

a. The Construction Phase shall commence with the acceptance of the Construction Manager’s Guaranteed Maximum Price and issuance of the notice to commence on site work or notice to proceed with construction services and terminate when all the project architect’s services have been satisfactorily performed. Early Work Packages may need to be done in order to meet agreed upon timelines.
b. The Architect shall perform construction contract administration consistent with the General Conditions of the contract and in accordance with CNM procurement procedures.

c. The Architect shall assist the Owner in making arrangements for the pre-construction conference, shall assist in the pre-construction conference and shall distribute copies to all parties.

d. The Architect shall provide engineering certification as required by the state CID.

e. The Architect will be a representative of the Owner during the construction and in this capacity will endeavor to (a) guard the Owner against variances requirements of the Contract Documents by the Contractor, (b) require the Contractor to complete the work within the time specified in the construction contract or subsequently extended by the Owner, and (c) guard the Owner against defective work. The Architect will advise and consult with the Owner regarding the performance and progress of the Contractor and regarding solutions to conditions or problems that may arise out of the design or construction. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions of the contract, which may only be modified in writing.

f. Instructions to the Construction Manager shall be communicated through the Architect.

g. In response to questions from the Contractor or Owner about the Contract Documents, or as the Architect deems appropriate, the Architect shall provide interpretations and clarification of the Contract Documents that are consistent with the intent of and reasonably inferable from the Contract Documents. Interpretations and clarifications shall be in the form of written explanation or directions and/or supplementary details or drawings, whichever is required to complete, explain or make definite and of the provisions of the drawings and specifications and give them due effect.

h. The Architect shall respond to questions about the Contract Documents in a timely manner consistent with the terms of the Contract Documents.

i. Decisions by the Architect, including interpretations and clarifications of the drawings, specifications, or other Contract Documents, and directions, or decisions regarding performance of the work, shall be in writing and shall be advisory to the Construction Manager and Owner.

j. Project Record. The Architect shall maintain the Project Record consisting of project related correspondence, memoranda, notes, statement for services, and related documents, application and certification for payments and related documents, minutes of meetings, and inspection reports issued or received by the Architect. The Owner shall have access to the Project Record during the Architect’s normal office hours. If requested to reproduce the Project Record, or significant portions of it for the Owner, the Architect will do so as a Reimbursable Expense.

k. Communications: So as to maintain continuity in the Architect’s administration of the Construction Contract and performance of the work by the Contractor, and to facilitate complete documentation of the Project Record, all communications between the Contractor and the Owner regarding matters of or related to the contract shall be directed through the Architect with a copy furnished to the Owner, unless direct communication is otherwise required to effect legal notifications. Unless otherwise authorized by the Architect, communication by and with the Architect’s consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with subcontractors and material suppliers shall be through the Contractor.
1. Submittal review: The Architect shall review the Contractor’s submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and approves or takes other appropriate action upon them.

   1. This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities or to substantiate installation instructions or performance of equipment and systems, all of which shall be the responsibility of the Contractor. However the Architect shall advise the Contractor of any errors or omissions which the Architect may detect during this review.

   2. As provided in the General Conditions of the Contract, the Architect is not authorized to approve any deviations from the requirements of the Contract Documents. Deviations may be authorized only by the Owner through a Change Order.

   3. The Architect will review and respond to all submittals with reasonable promptness to avoid delay in the work or in the activities of the Owner, Contractor or separate contractors.

   4. Within thirty days after Substantial Completion of the Work by the Contractor, the Architect will furnish the Owner one complete set of the Contractor’s approved submittals, organized in a logical manner.

   5. The Architect may specify any scheduling method or format that the Architect considers to be appropriate for the Project and which is acceptable to the Owner, but the Architect shall also require the Contractor to prepare and update the progress schedule in accordance with the General Conditions of the Contract. The Architect shall promptly deliver a copy of the Contractor’s approved Progress Schedule and Report, and any revisions to it, to CNM.

   6. The Architect shall require the Contractor to update the Progress Schedule and Report with each monthly Application for Payment and shall otherwise monitor and keep the Owner apprised of the Contractor’s progress.

m. Inspections: The Architect shall coordinate, schedule and conduct the Scheduled Inspections and conferences defined in the Contract Documents as are appropriate to the scope of the Work. The Architect shall perform periodic Inspections defined in the Contract Documents. The Architect shall attend Specified Inspections and Tests defined in the Contract Documents when attendance by the Architect is specified or is otherwise appropriate.

   1. Definitions. The Architect’s “inspection” means the service performed by the Architect through which the Architect:

      i. Becomes generally familiar with the in-progress and completed Work and the quality of the Work.

      ii. Determines whether the Work is progressing in general accordance with the Contractor’s schedule and is likely to be completed within the Contract Time.

      iii. Visually compares readily accessible elements of the Work to the requirements of the Contract Document to determine, in general, if the Contractor’s performance of the Work indicates that the Work will conform to the requirements of the Contract Documents when completed.

      iv. Endeavor to guard the Owner against Defective Work, but does not include making exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of the Defective Work.
v. Reviews and addresses with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered,

vi. Keeps the Owner fully informed about the Project.

2. Coordination with the Director of Construction Services or Project Manager. When scheduling Scheduled Inspections and Conferences, the Architect shall first contact the Director of the Construction Services or Project Manager by telephone, establish with the Director a mutually acceptable time for the inspection or conference, and confirm the agreed date and time in writing at least seven days prior to the date of the inspection or conference.

3. Frequency. The Architect’s periodic Inspections shall be at intervals appropriate to the stage of the of the Contractor’s operation and consistent with the size and nature of the Work, but not less than an average of one inspection per week while construction is on-going. The performance of the requirement may be waived during periods in which weather or other conditions delay progress, or during slow phases of the construction, making weekly inspections unwarranted.

4. Inspection by Registered Professional. Inspections may be performed by a representative of the Architect to whom the Owner has no objection, however, the Architect or a member of the Architect’s staff who is a New Mexico Registered Professional shall perform an average of at least three periodic inspections per month during construction. This requirement may be waived during periods in which weather or other construction delay progress, or during slow phases of the construction, making inspections during such period unwarranted.

5. Reporting. The Architect shall promptly prepare a complete report of each inspection by the Architect, Architect’s representative, or consulting engineer and promptly furnish a copy of each report to the Owner and Contractor. The Architect shall prepare and distribute an inspection report weekly during construction, for weeks during which inspections are unwarranted, the Architect shall state in the report that no inspection was performed and why.

6. Stopping the Work: The Architect shall notify the Owner of a need to stop work when, in the Architect’s opinion, such stoppage is necessary to avoid defective work.

7. Certification for Payment. The Architect shall review and approve as appropriate the Contractor’s monthly and final Application for Payment and issue Certification for payments in accordance with the General Conditions of the Contract.

8. The Architect shall be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remain to be determined by Specified Inspections or Final Inspections to be performed by their proper sequence. If payment is being requested on an Application for Payment including the Work in Question, the Architect will notify the Contractor and the Owner and the amount in question will be transferred into an escrow account in accordance with the New Mexico Prompt Payment Act.


10. The Architect is authorized to make minor changes in the work by written order to the Contractor. Minor changes in the Work are defined as those which are in the interest of the Owner and do not materially
alter the quality, price, or performance of the finished work. Changes that involve an increase to the contract cost are authorized only by the Owner through a Contract Change Order.

11. The Architect shall prepare details, supplemental drawings, specifications, or other descriptive documents necessary to sufficiently delineate, for Contractor pricing and performance, proposed changes in the Work directed or authorized by the Owner.

12. The Architect (and the Architect’s consultant, when appropriate) will review and evaluate change order proposals and claims for extra work as may be submitted by the Contractor.

13. Using the change modification form, the Architect shall recommend, as applicable, the Contractor’s proposals for acceptance by the Owner. Each recommendation of acceptance will be based upon the Architect’s professional opinion that a proposal is complete, in conformance with the Contract Documents, represents fair and reasonable pricing, and justifies a change order action in the case of claims for extra work or does not warrant procurement by competitive bid in the case of added work. Determination of the legality of a change order shall be the responsibility of CNM Purchasing Department and CNM legal advisor.

14. The Architect shall prepare Contract Change Orders for acceptance and execution by the Contractor and Owner. Construction Change Orders shall sufficiently describe the change(s) in Work so that the requirements of the Contract Documents are clearly determinable with reasonable ease.

15. The extensive preparation of details, supplemental drawings, specification, or other documents to describe a change in the work shall be included in the Architect’s Basic Fee.

16. As-Built Documents. “As Built” Documents shall be prepared and furnished by the Contractor in accordance with the General Conditions of the contract. Prior to preparing bid documents, the Architect shall consult with the owner to determine the Owner’s requirement for “As-Built” Documents and shall incorporate them into the Conditions of the Contract. If they differ from those of the General Conditions, the Architect shall administer the “As-Built” Documents requirement of the Contracts Documents, periodically verifying the Contractor’s compliance during construction and reviewing the Contractor’s final documents for conformance to Contract Requirements.

17. Upon completion of the project, the Architect shall furnish corrected Auto Cad drawings and two record drawings showing significant changes in the Work made during construction based on mark-up prints, drawings, and other data furnished by the Contractor to the Architect. For building additions or renovation projects, CAD drawings and reproducible drawings must be furnished for the entire floor(s) affected by the work in order for the Owner to maintain a single complete and integrated set of existing condition drawings.

18. The Construction Contract Administration phase shall terminate upon expiration of the Warranty period or settlement of all Warranty claims, whichever occurs last.

19. Prior to final payment, the Architect shall prepare and deliver to the Owner all record drawings and a final report to the Owner.

20. The Architect shall provide a hard copy and electronic copy of the plans to the Owner.
EXHIBIT E: PROJECT 2, SCOPE OF WORK, MAIN CAMPUS, SMITH BRASHER HALL RENOVATION

Project 2

Scope of Work
Main Campus Smith Brasher Hall Renovation

General Purpose:

The building involved in this project is located at the Central New Mexico Community College (CNM) Main Campus at the intersection of University and Coal SE. The project will be managed within CNM by the Physical Plant Department (PPD). CNM would like to encourage a design that adds to the importance to the student experience by renovating a facility that both creates an active student learning environment and student studying areas. The building will be renovated to bring the building up to a state of the art technology with classrooms and labs that will serve CNM students and showcase CNM as the leader in New Mexico higher education. It is intended that the project will attain a LEED Silver Certification and serve as a landmark along University Blvd.

The purpose of this project is to totally upgrade the facility’s mechanical, fire alarm telecommunications, data, architectural, and lighting systems, as well as the design and development of all classrooms into state of the art technology learning environments that support the needs of CNM. The project will also look at adding additional square footage to the facility to create specialized labs and to create a new front door entrance to the facility that ties to the CNM Main Campus. The project will also include the renovation of the parking lot in front of the building and additional outdoor improvements to make the building a destination point for students that attend the CNM Main Campus.

The Project will be broken down into three major phases:

Phase I: A small programming team will be used to develop the program. Architect is to develop a written program for the project. The existing building will be renovated to meet the current needs of instruction and applicable codes. This portion of the work will include the development of a program for Smith Brasher Hall and will include conceptual ideas and schematic drawings showing the building in relationship to other areas within the building and adjacent buildings. The architect will be required to review the project to determine the feasibility of adding additional square footage to the facility to house specialized learning labs while creating state of the art learning environments within the existing building. A potential location for the addition will be along University to help students be closer to the pedestrian walkways along University and avoid students walking through parking lots. The renovation and addition will allow CNM to link the building with the other parts of campus and shall create a showcase along University Blvd. that demonstrates CNM’s commitment to student learning. The architect may be required to meet with a programming group to develop the program and determine the best options, renovation, addition and reuse of the existing building and vacated spaces. This portion of the project will look at the overall master plan and will develop a comprehensive plan that notes the renovated areas, the relocated areas and the future possibilities of the vacated space. The program will also look at construction methodologies that will allow the building to operate and have classes while under construction. The building must tie to a pedestrian walkway along University Blvd. The architect will also be required to review sustainable approaches to attain a LEED Silver Certification for a major renovation.

The Programming Phase must include the following:

1. LEED attainable points to meet the Silver Certification requirements.
2. List of program spaces and detail on space requirements.
3. Space adjacencies and relationships.
4. Occupant loads.
5. Parking lot reconfiguration.
6. Code Blue and camera installation.
7. Review and recommendation of the mechanical system.
EXHIBIT E: PROJECT 2, SCOPE OF WORK, MAIN CAMPUS, SMITH BRASHER HALL RENOVATION

8. Review and recommendation of the electrical system.
9. Review and recommendation of the building envelope.
10. Review and recommendation of the fire suppression system.
11. Proposed building envelope enhancements to create a front door.
12. Proposed site layout that ties to the current pedestrian walkway.
13. Review of the restrooms and requirements.
15. Rendering of the building showing building improvements.
16. Campus signage to allow for marketing of CNM.
17. Landscaping plan to enhance the area, minimize water use and enhance the areas around the building.
18. IT requirements and infrastructure development to interconnect to campus communications and data distribution and applications and services hosted at CNM’s Student Resource Center building.

Phase II: This portion of the project will include the development of various schematic designs based on the program to show the users the spaces and their relationship to each other. The architect will be required to provide a cost for the selected schematic design and review the cost against the approved preliminary construction and assist CNM in adjusting the cost factors. It is the intent of CNM to use the CM at Risk construction process for this project and the architect will work to develop the necessary documents to assist CNM in selecting a Construction Manager at Risk. The Architect will also be required to assist in the selection process for the Construction Manager at Risk.

Phase III: Once a schematic design is approved and the CM at Risk is selected, the architect will begin design development and construction documents to complete the project. The Architect will also work with the CM at Risk in Pre-Construction Services to gather the information to develop an Initial Guaranteed Maximum Price. This portion of the work will include the development of specifications and construction drawings for the SB Building and surrounding area that will allow for the construction and development of the area. The architect will be required to work with the CM at Risk to develop value engineering and assist CNM in getting the best value for the project. Construction documents will need to be developed in phases to allow for the building to remain usable for classes while the construction is under way at the facility.

This project will include the following:

1. Discussion regarding green concepts and energy efficiencies.
2. Working with the State CID regarding permits, permit review, public hearings.
3. Demolition of a portion of the existing facilities and infrastructure.
4. Relocation of electrical.
5. Landscape irrigation and fire protection (fire hydrants and sprinkler systems).
7. Relocation and installation of utilities and infrastructure to accommodate the proposed changes.
8. Conduit for future camera security surveillance systems.
10. Furniture selection for the facility.
11. Equipment selection for the facility.
12. Room and building signage as well as informational kiosks.
13. Adequate parking for the facility.
14. Paving, grading and drainage.
15. Walkway connection to the existing pedestrian walkways along with landscaping, student gathering areas and seating.
16. Relocation of utilities and infrastructure to accommodate future growth.
17. Telecommunications and data infrastructure to interconnect to campus communication and data distribution and applications and services hosted at CNM’s SRC Building.
18. Student outdoor gathering areas and linkages to student walkways.
19. Scheduling and phasing to allow for classroom and spaces to be used during construction.
EXHIBIT E: PROJECT 2, SCOPE OF WORK, MAIN CAMPUS, SMITH BRASHER HALL RENOVATION

The following will be included in the lump sum services for all parts:

1. The architect will need to provide a list of all deliverables for each phase of the project as well as a schedule for completing the project. The architect will break down each phase of the project as follows:
   a. Programming Phase.
   b. CMAR Selection Phase.
   c. Schematic Design Phase.
   d. Design Development/Value Engineering Phase.
   e. Construction Documents Phase.
   f. Interior Construction Design/Finishes Phase.
   g. Construction Contract Administration Phase.
   h. Closeout Phase.
   i. Post Construction Phase.
   A probable cost estimate will be required at the beginning of each phase.
2. Complete and accurate site survey of the property.
3. The services of geotechnical engineers, testing laboratories, and other consultants to provide professional evaluations and recommendations pertaining to conditions of the site and existing improvements, including, but not limited to, tests, and surveys required to ascertain and address surface and subsurface conditions, structural integrity of existing structures, the presence of hazardous materials and environmental issues.
4. Full construction inspection and certification services as required by state CID.
5. Provide various campus and community meetings to seek input into the design.
6. The Architectural firm shall perform the services expeditiously as is consistent with the professional skill and care which is ordinarily applied by an architect of good standing with the New Mexico Board for Registration of Architects. It is anticipated the construction will begin during the Spring 2015 term.
7. The Architect shall provide a full professional team for the performance of the services required by the Agreement. The Architect will employ the services of consulting engineers in order to provide a full professional team as dictated by the disciplines of architectural and engineering design involved in the Work.
8. Review and comply with laws, codes, and regulations applicable to the design incorporating requirements imposed by governmental authorities having jurisdiction over the project.
9. Registration of the building through the US Green Council to ensure the building is tracked and registered to meet LEED Silver Certification.
10. Fundamental commissioning for the building to meet LEED Silver Certification.
11. All documentation, air quality tests and studies as required to ensure the building project is LEED Silver Certified.

Additional Requirements of the Design Professional Firm Include:

A. Programming Phase
   a. The Architect shall develop a written program to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.
   b. The Architect shall provide a complete Project Program listing the needs of the Owner, project cost, objectives, conferences, regulatory requirements, schedule and Design Criteria.
   c. The Architect shall provide preliminary evaluation of the Owner’s Scope of Work and Project Schedule, Project site; budgeted cost of the Work, and available surveys, tests, and reports to ascertain that each is consistent and comparable with the others and the requirements of the Project. If the Architect detects any inconsistencies or incompatibilities among the documents and information provided by the Owner, the Architect shall promptly recommend reasonable adjustments.
i. The Architect shall investigate existing conditions or existing facilities and list spaces that will be affected by the renovation.

ii. The Architect shall investigate existing facilities and provide a preliminary seismic evaluation of the structures in accordance with New Mexico state codes.

iii. The Architect shall comply with CNM requirements for building communications cabling systems including voice, data and other low voltage communications cabling involving both fiber and copper media as required by CNM’s Information Technologies Services. All fiber lines, copper cabling and conduit shall be included in this project. The project will also include termination of all lines back to the computer file server room located in the existing facility.

iv. Obtain and list all design related permits and approvals required by governmental authorities having jurisdiction over the project (e.g. grading, drainage plans, zoning, rights of way, encroachment).

d. Meet with local governmental agencies to obtain prior approval.

e. Registration of the project with the US Green Council to meet LEED Silver Certification.

f. Selection of the Commissioning agent will be selected at this part of the project.

g. The Architect will review the current mechanical system to evaluate the current system and recommend systems to lower energy cost.

h. Provide cost study analysis on the amount of energy savings projected with the renovation of the project.

i. The Architect shall participate in the development and review of the CM at Risk proposals. The Architect shall also assist CNM in developing any needed exhibits, plan or information for the RFP proposal.

B. Schematic Design Phase

a. Schematic Drawings and Specifications. Based on the program, project schedule and delivery method, Project site, Budgeted Cost of the Work, and preparatory surveys, test, and consultants’ reports, and any agreed adjustments thereto, the Architect shall prepare schematic drawings for Schematic Plan Submittal.

b. Submit for Approval. The Architect shall submit the schematic design documents for the approval of the Owner. The schematic design documents approved by the Owner shall constitute the Approved Project Program which can then only be revised by written agreement of the Architect and Owner. The Architect shall prepare sufficient alternative approaches to design and construction to satisfy Owner’s requirements.

c. The Architect shall review alternative approaches to design and construction for the project and the schematic design phase documents as they are being prepared at intervals appropriate for the progress of the project with the Owner and Contractor.

d. The Architect shall furnish the Contractor with copies of the Architect’s documents to assist the Contractor in fulfilling its responsibilities to the Owner. These copies will be included as part of Basic Services and shall not reimbursable.

e. The Architect shall provide the Owner and Contractor with a preliminary estimate of construction cost and shall review their estimate against the Contractor’s estimate for comparison. The Architect will work to reconcile any differences with the two estimates. The Architect will be required to provide a detailed explanation of the differences to the Owner. The Architect and Contractor shall meet as required to discuss the project and budget.

f. The Architect shall have a LEED kick off meeting to discuss the project checklist with the consultants and the Owner to review possible points and any additional points that will ensure that the project meets LEED Silver requirements for a major renovation.

g. Prior to the Owner’s approval of the schematic design documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner’s review comments.
C. Preliminary Design Phase

a. Preliminary Drawings and Specifications. Based upon the schematic Design documents approved by the Owner and any adjustments authorized by the Owner in the budgeted cost of the Work, Program Schedule, or delivery method, the Architect shall prepare preliminary drawings, outline specifications and other documents to fix and describe the size and character of the Project.

b. The Architect is required to use AutoCad RIVET software to ensure all systems in the building function together.

c. The Architect shall prepare and distribute conference memoranda, summaries of telephone conversations, documentation of site visits and inspection reports as required to maintain a comprehensive record of the Project within an agreed to timeframe by both the Architect and the Owner. The Project name shall be shown on all documents.

d. Prepare exterior and interior electronic renderings of the design work in a format acceptable to the Owner for the Owner’s use in explaining the design and/or advertising of the project. The Architect shall also provide the Owner with a computer generated rendering of the facility renovations showing three dimensional views.

e. The Architect shall obtain all design related permits and approvals required by governmental authorities having jurisdiction of the Project.

f. The Architect shall work with the CM at Risk to determine any value engineering that will assist the project in meeting its schedule for construction, quality and LEED Silver Certification.

g. The Architect shall review its construction cost estimate in comparison to the construction cost prepared by the Contractor and shall reconcile any differences between the two construction cost estimates in coordination with the Contractor.

h. The Architect shall review the construction schedule with the CM at Risk and the Owner to review ways to keep some portions of the building operational during construction.

i. The Architect shall review the Design Development Documents as they are being prepared at intervals appropriate to the progress of the project with the Owner and Contractor. The Architect shall furnish copies of the Architect’s documents to assist the Contractor in fulfilling its responsibilities to the Owner. At the completion of the Design Development Phase or such time as the Owner may specify to the Architect, Owner will furnish Architect with a Guaranteed Maximum Price proposal prepared by the Construction Manager based upon the Design Development Documents prepared by the Architect and approved by the Owner. The Architect shall assist the Owner and further advocate the Owner’s interest in Owner’s negotiations with the Construction Manager in an effort to develop a guaranteed maximum price proposal acceptable to Owner.

j. If Construction Manager’s Guaranteed Price Proposal exceeds the cost furnished to Owner by Architect, Owner may direct the Architect to revise the documents at their own expense so the Guaranteed Maximum Price proposal for constructing the project shall not exceed the Owner’s Construction Cost and any previously approved construction cost estimate.

k. After the Guaranteed Maximum Price has been accepted, the Architect shall incorporate into the Design Development any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the Guaranteed Maximum Price.

D. Construction Document Phase

a. Authorization. The Owner’s formal approval of the preliminary drawings and further adjustments in the scope and quality of the project and outline specifications shall
EXHIBIT E: PROJECT 2, SCOPE OF WORK, MAIN CAMPUS, SMITH BRASHER HALL RENOVATION

constitute authority for the Architect to proceed with the completion of final plans and specifications.

b. Construction Documents shall conform to the Construction Specifications Institute’s Master Format current version.

c. Final Drawing and Specifications. Based on CNM approved and review by the Construction Manager of preliminary design documents and any further adjustments in the scope quality and the Cost of work, the Architect shall prepare Construction documents consisting of final plans and specifications setting forth in detail the requirements for the construction of the Project. The drawings shall incorporate the resolutions of CNM comments and shall be complete as required for the entire project.

d. The Architect shall plan, draw and specify for the entire project so that the construction of the building and related facilities together with its built-in permanent fixtures and equipment will cost no more that the Guaranteed Maximum Price proposal from the Contractor.

e. In order to meet the timeline requirements the Architect may be asked to develop a series of Early Work Packages to meet the desired timeline for construction.

f. The Architect shall be responsible, for obtaining all design related permits and approvals required by the governmental authorities having jurisdiction over the projects.

g. The review of the Construction Documents by the Owner shall not relieve the Architect of responsibility for code compliance, design deficiencies, omissions and errors.

h. The Architect shall provide the local Building Official having jurisdiction a complete set of Construction Documents to review, meet with the Local Official, and determine any changes. Approval and signature from the Local Official is required prior to the Construction Contract and Procurement Services.

i. The Architect will be responsible for managing the design to stay within the Guaranteed Maximum Price proposal. The Architect shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and Construction Manager.

j. The Architect shall meet with the State Fire Marshall and provide the Fire Marshall with a complete set of the construction documents. The Architect shall provide CNM with the following:
   i. Certificate of Compliance
   ii. Fire Marshall Inspection Report

k. The Architect shall provide the Construction Manager with copies of the Project documents to assist the Construction Manager in fulfilling its responsibilities to the Owner.

l. The Architect shall advise the Owner and Construction Manager on matters such as construction phasing and scheduling, bid or proposal alternates, liquidated damages, construction time period and other construction issues appropriate for the Project.

m. The Architect shall assist the Owner and Construction Manager in the preparation of the necessary bidding information, bidding forms, RFP information, and Conditions of the Contract.

E. Bidding Phase

a. In conjunction with the development of the Guaranteed Maximum Price and at other times as appropriate to the Project, the Architect shall assist the Construction Manager by receiving and recording requests for bid and request for proposals documents, issuing bid and RFP documents and accounting for bid and RFP documents issued, receiving and resolving questions about bids, preparing addenda, issuing addenda, and accounting addenda issued, attending pre-bid and pre-proposal conferences and meetings and assisting in preparing and awarding multiple contracts for construction.
b. The Architect shall answer inquiries from bidders at Owner’s request and shall prepare and issue any necessary addenda to the bidding documents.

**F. Construction Contract Administration Phase**

a. The Construction Phase shall commence with the acceptance of the Construction Manager’s Guaranteed Maximum Price and issuance of the notice to commence on-site work or notice to proceed with construction services and terminate when all the project architect’s services have been satisfactorily performed. Early Work Packages may need to be done in order to meet agreed upon timelines.

b. The Architect shall perform Construction Contract Administration consistent with the General Conditions of the Contract and in accordance with CNM procurement procedures.

c. The Architect shall assist the Owner in making arrangements for the pre-construction conference; shall assist in the pre-construction conference and shall distribute copies of the conference minutes to all parties.

d. The Architect shall provide engineering certification as required by the state CID.

e. The Architect will be a representative of the Owner during the construction and in this capacity will endeavor to (a) guard the Owner against variances requirements of the Contract Documents by the Contractor, (b) require the Contractor to complete the work within the time specified in the Construction Contract or subsequently extended by the Owner, and (c) guard the Owner against defective work. The Architect will advise and consult with the Owner regarding the performance and progress of the Contractor and regarding solutions to conditions or problems that may arise out of the design or construction. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions of the Contract, which may only be modified in writing.

f. Instructions to the Construction Manager shall be communicated through the Architect.

g. In response to questions from the Contractor or Owner about the Contract Documents, or as the Architect deems appropriate, the Architect shall provide interpretations and clarification of the Contract Documents that are consistent with the intent of and reasonably inferable from the Contract Documents. Interpretations and clarifications shall be in the form of written explanation or directions and/or supplementary details or drawings, whichever is required to complete, explain or make definite any of the provisions of the Drawings and Specifications and give them due effect.

h. The Architect shall respond to questions about the Contract Documents in a timely manner consistent with the terms of the Contract Documents.

i. Decisions by the Architect, including interpretations and clarifications of the Drawings, Specifications, or other Contract Documents, and directions, or decisions regarding performance of the work, shall be in writing and shall be advisory to the Construction Manager and Owner.

j. Project Record. The Architect shall maintain the Project Record consisting of project related correspondence, memoranda, notes, Statement for Services and related documents, Application and Certification for Payments and Related Documents, minutes of the meetings and inspection reports issued or received by the Architect. The Owner shall have access to the Project Record during the Architect’s normal office hours. If requested to reproduce the Project Record, or significant portions of it, for the Owner, the Architect will do so as a Reimbursable Expense.

k. Communications. So as to maintain continuity in the Architect’s administration of the Construction Contract and performance of the work by the Contractor and to facilitate complete documentation of the project record, all communications between the Contractor and the Owner regarding matters of or related to the Contract shall be directed through the Architect with a copy furnished to the Owner, unless direct communication is
otherwise required to effect legal notifications. Unless otherwise authorized by the Architect, communication by and with the Architect’s consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with subcontractors and material suppliers shall be through the Contractor.

1. Submittal review. The Architect shall review the Contractor’s submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and approves or takes other appropriate action upon them.

1. This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities or to substantiate installation instructions or performance of equipment and systems, all of which shall be the responsibility of the Contractor. However, the Architect shall advise the Contractor of any errors or omissions which the Architect may detect during this review.

2. As provided in the General Conditions of the Contract, the Architect is not authorized to approve any deviations from the requirements of the Contract Documents. Deviations may be authorized only by the Owner through a Change Order.

3. The Architect will review and respond to all submittals with reasonable promptness to avoid delay in the work or in the activities of the Owner, Contractor or separate contractors.

4. Within thirty days after Substantial completion of the Work by the Contractor, the Architect will furnish the Owner one complete set of the Contractor’s approved submittals, organized in a logical manner.

5. The Architect may specify any scheduling method or format that the Architect considers to be appropriate for the Project and which is acceptable to the Owner, but the Architect shall also require the Contractor to prepare and update the progress schedule in accordance with the General Conditions of the Contract. The Architect shall promptly deliver a copy of the Contractor’s approved Progress Schedule and Report and any revisions to it to CNM.

6. The Architect shall require the Contractor to update the Progress Schedule and Report with each monthly Application for Payment and shall otherwise monitor and keep the Owner apprised of the Contractor’s progress.

m. Inspections. The Architect shall coordinate, schedule and conduct the Scheduled Inspections and conferences defined in the Contract Documents and as are appropriate to the scope of the Work. The Architect shall perform periodic Inspections defined in the Contract Documents. The Architect shall attend Specified Inspections and Tests defined in the Contract Documents when attendance by the Architect is specified or is otherwise appropriate.

1. Definitions. The Architect’s “inspection” means the service performed by the Architect through which the Architect:

i. Becomes generally familiar with the in-progress and completed Work and the quality of the Work.

ii. Determines whether the Work is progressing in general accordance with the Contractor’s schedule and is likely to be complete within the Contract Time.

iii. Visually compares readily accessible elements of the Work to the requirements of the Contract Document to determine, in general, if the Contractor’s performance of the Work indicates that the Work will conform to the requirements of the Contract Documents when completed.

iv. Endeavor to guard the Owner against Defective Work, but does not include making exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of the Defective Work.
v. Reviews and addresses with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered.

vi. Keeps the Owner fully informed about the Project.

2. Coordination with the Director of Construction Services or Project Manager. When scheduling Scheduled Inspections and Conferences, the Architect shall first contact the Director of the Construction Services or Project Manager by telephone, establish with the Director a mutually acceptable time for the inspection or conference, and confirm the agreed date and time in writing at least seven days prior to the date of the inspection or conference.

3. Frequency. The Architect’s periodic Inspections shall be at intervals appropriate to the stage of the of the Contractor’s operation and consistent with the size and nature of the Work, but not less than an average of one inspection per week while construction is on-going. The performance of the requirement may be waived during periods in which weather or other conditions delay progress, or during slow phases of the construction, making weekly inspections unwarranted.

4. Inspection by Registered Professional. Inspections may be performed by a representative of the Architect to whom the Owner has no objection, however, the Architect or a member of the Architect’s staff who is a New Mexico Registered Professional shall perform an average of at least three periodic inspections per month during construction. This requirement may be waived during periods in which weather or other construction delay progress, or during slow phases of the construction, making inspections during such period unwarranted.

5. Reporting. The Architect shall promptly prepare a complete report of each inspection by the Architect, Architect’s representative, or consulting engineer and promptly furnish a copy of each report to the Owner and Contractor. The Architect shall prepare and distribute an inspection report weekly during construction. For weeks during which inspections are unwarranted, the Architect shall state in the report that no inspection was performed and why.

6. Stopping the Work. The Architect shall notify the Owner of a need to stop work when, in the Architect’s opinion, such stoppage is necessary to avoid defective work.

7. Certification for Payment. The Architect shall review and approve as appropriate the Contractor’s monthly and final Application for Payment and issue Certification for payments for payment in accordance with the General Conditions of the Contract.

8. The Architect shall be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remain to be determined by Specified Inspections or Final Inspections to be performed by their proper sequence. If payment is being requested on an Application for Payment including the Work in Question, the Architect will notify the Contractor and the Owner and the amount in question will be transferred into an escrow account in accordance with the New Mexico Prompt Payment Act.


10. The Architect is authorized to make minor changes in the work by written order to the Contractor. Minor changes in the Work are defined as those which are in the interest of the Owner that do not materially alter the quality, price or performance of the finished work. Changes that involve an increase to the contract cost are authorized only by the Owner through a Contract Change Order.

11. The Architect shall prepare details, supplemental drawings, specifications, or other descriptive documents necessary to sufficiently delineate, for Contractor
pricing and performance, proposed changes in the Work directed or authorized by the Owner.

12. The Architect (and the Architect’s consultant, when appropriate) will review and evaluate change order proposals and claims for extra work as may be submitted by the Contractor.

13. Using the change modification form, the Architect shall recommend, as applicable, the Contractor’s proposals for acceptance by the Owner. Each recommendation of acceptance will be based upon the Architect’s professional opinion that a proposal is complete, in conformance with the Contract Documents, represents fair and reasonable pricing, and justifies Change Order action in the case of claims for extra work or does not warrant procurement by competitive bid in the case of added work. Determination of the legality of a Change Order shall be the responsibility of CNM Purchasing Department and CNM legal advisor.

14. The Architect shall prepare Contract Change Orders for acceptance and execution by the Contractor and Owner. Construction Change Orders shall sufficiently describe the change(s) in Work so that the requirements of the Contract Documents are clearly determinable with reasonable ease.

15. The Extensive preparation of details, supplemental drawings, specifications, or other documents to describe a change in the work shall be included in the Architect’s Basic Fee.

16. As-Built Documents. “As-Built” Documents shall be prepared and furnished by the Contractor in accordance with the General Conditions of the contract. Prior to preparing bid documents, the Architect shall consult with the Owner to determine the Owner’s requirement for “As-Built” Documents and shall incorporate them into the Conditions of the Contract. If they differ from those of the General Conditions, the Architect shall administer the “As-Built” Documents requirement of the Contract Documents, periodically verifying the Contractor’s compliance during construction and reviewing the Contractor’s final documents for conformance to Contract Requirements.

17. Upon completion of the Project, the Architect shall furnish corrected Auto Cad drawings and two record drawings showing significant changes in the Work made during construction based on mark-up prints, drawings, and other data furnished by the Contractor to the Architect. For building additions or renovation projects, CAD drawings and reproducible drawings must be furnished for the entire floor(s) affected by the work in order for the Owner to maintain a single complete and integrated set of existing condition drawings.

18. The Construction Contract Administration Phase shall terminate upon expiration of the Warranty period or settlement of all Warranty claims, whichever occurs last.

19. Prior to final payment, the Architect shall prepare and deliver to the Owner all record drawings and a final report to the Owner.

20. The Architect shall provide a hard copy and electronic copy of the plans to the Owner.
EXHIBIT F: PROJECT 3, SCOPE OF WORK, MONTOYA CAMPUS, BUILDING “J” RENOVATION

PROJECT 3

Scope of Work
Montoya Campus, Building “J” Renovation

General Purpose:

The building involved in this project is located at the Central New Mexico Community College (CNM) Montoya Campus at 4700 Morris NE. The project will be managed within CNM by the Physical Plant Department (PPD). CNM would like to encourage a design that adds to the importance to the student experience by renovating the existing facility that both creates an active student learning environment and student studying areas. The “J” Building is one of eight buildings on the campus that serves students. Currently the building houses a library, tutoring, faculty offices, classrooms and meeting rooms. The building will be renovated to bring the building up to provide state of the art technology classrooms and labs that will serve as CNM student commons building and showcase CNM as the leader in New Mexico higher education. The goal of the project is to combine tutoring and the library using the same models that have been used at the Westside and Main Campus. CNM would like to create learning common areas that create a great space for students to study, gather and exchange ideas. The project will also look at the faculty offices in the area and create a collaborative workspace to enhance teaching efforts. The project will also include relocating the CNM dental program from the Workforce Training Center to a location in “J” Building. It is intended that the project will need to be designed and registered to LEED Silver Certification and serve as a landmark for students to showcase a student centered campus. The project will also include the development of a front door that faces the outdoor patio area to create an easily visible entrance for students entering the campus.

The Project will be broken down into three major phases:

**Phase I:** A small programming team will be used to develop the program. The Architect shall develop a written program for the project. The existing building will be renovated to meet the current needs of instruction while complying with applicable codes. This portion of the work will include the development of a program and will include conceptual ideas and schematic drawings showing the building in relationship to other areas within the building and to adjacent buildings. The Architect will be required to review the project to determine the feasibility of renovating some of the classrooms to house additional specialized learning labs, such as dental hygiene, while creating state of the art learning environments within the existing building. The project will also review faculty office space within the facility to see what can be done to create a collaborative working style. The project will also look at construction methodologies that will allow the building to operate and have classes while under construction. The Architect will also be required to review sustainable approaches to attain a LEED Silver Certification for a major renovation.

The programming phase must include the following:

1. LEED attainable points to meet the Silver Certification requirements.
2. List of program spaces and detail on space requirements.
3. Space adjacencies and relationships.
4. Occupant loads.
5. Code blue and camera installation.
6. Review and recommendation of the mechanical systems.
7. Review and recommendation of the electrical system.
8. Review and recommendation of the building envelope.
9. Review and recommendation of the fire suppression system.
10. Review of the restrooms and requirements.
11. Rendering of the building showing building improvements.
12. Campus signage to allow for marketing of CNM.
13. Front entry way visible to students to showcase the entrance.
EXHIBIT F: PROJECT 3, SCOPE OF WORK, MONTOYA CAMPUS, BUILDING “J” RENOVATION

14. Landscaping plan to enhance the area and minimize water use while enhancing the areas around the building to create outdoor student gathering areas.

15. IT requirements and infrastructure development to interconnect to campus communications and data distribution and applications and services hosted at CNM’s Student Resource Center building.

**Phase II:** This portion of the project will include the development of various schematic designs based on the program to show the users the spaces and their relationship to each other. The Architect will be required to provide a cost for the selected schematic design and to review the cost against the approved preliminary construction budget and assist CNM in adjusting the cost factors. It is the intent of CNM to use the CM at Risk construction process for this project and the Architect will work to develop the necessary documents to assist CNM in selecting a Construction Manager at Risk. The Architect will also be required to assist in the selection process for the Construction Manager at Risk.

**Phase III:** Once a schematic design is approved and the CM at Risk is selected, the Architect will begin design development and construction documents to complete the project. The Architect will also work with the CM at Risk in pre-construction services to gather the information to develop an Initial Guaranteed Maximum Price. This portion of the work will include the development of specifications and construction drawings for the “J” Building and surrounding area that will allow for the construction and development of the area. The Architect will be required to work with the CM at Risk to develop value engineering and assist CNM is getting the best value for the project. Construction documents will need to be developed in phases to allow for the building to remain usable for classes while construction is underway at the facility.

This project will include the following:

1. Discussion regarding green concepts and energy efficiencies.
2. Working with State of New Mexico CID, regarding permits, permit review, public hearings.
3. Relocation of electrical.
4. Landscape irrigation and fire protection (fire hydrants and sprinkler systems).
5. Signage/Wayfinding.
6. Relocation and installation of utilities and infrastructure to accommodate the proposed changes.
7. Conduit for future camera security surveillance systems.
8. Furniture selection for the facility.
10. Room and building signage as well as informational kiosks.
11. Adequate parking for the facility.
12. Paving, grading and drainage.
13. Walkway connection to the existing pedestrian walkways along with landscaping, student gathering areas and seating.
14. Relocation of utilities and infrastructure to accommodate future growth within the facility.
15. Telecommunications and data infrastructure to interconnect to campus communication and data distribution and applications and services hosted at CNM’s G Building.
16. Student outdoor gathering areas and linkages to student walkways.
17. Scheduling and phasing to allow for classroom and spaces to be used during construction.

The following will be included in the lump sum services for all parts:

1. The architect will need to provide a list of all deliverables for each phase of the project as well as the schedule for completing the project. The architect will break down each phase of the project as follows:
   a. Programming Phase.
   b. CMAR Selection Phase.
   c. Schematic Design Phase.
   d. Design Development Value Engineering Phase.
EXHIBIT F: PROJECT 3, SCOPE OF WORK, MONTOYA CAMPUS, BUILDING “J” RENOVATION

e. Construction Documents Phase.
f. Interior Construction Design/Finishes Phase.
g. Construction Contract Administration Phase.
h. Closeout Phase.
i. Post Construction Phase.

A probable cost estimate will be required at the beginning of each phase.

2. Complete and accurate site survey of the property.

3. The services of geotechnical engineers, testing laboratories, and other consultants to provide professional evaluations and recommendations pertaining to conditions of the site and existing improvements, including but not limited to, tests and surveys required to ascertain and address surface and subsurface conditions, structural integrity of existing structures, the presence of hazardous materials and environmental issues.

4. Full construction inspection and certification services as required by state CID.

5. Provide various campus and community meetings to seek input into the design.

6. The Architectural firm shall perform the services expeditiously as is consistent with the professional skill and care which is ordinarily applied by an Architect of good standing with the New Mexico Board for Registration of Architects. It is anticipated the construction will begin during the Fall 2014 term.

7. The Architect shall provide a full professional team for the performance of the services required by the Agreement. The Architect will employ the services of consulting engineers in order to provide a full professional team as dictated by the disciplines of architectural and engineering design involved in the Work.

8. Review and comply with laws, codes and regulations applicable to the design incorporating requirements imposed by governmental authorities having jurisdiction over the project.

9. Registration of the building through the US Green Council to ensure the building is tracked and registered to meet LEED Silver Certification.

10. Fundamental commissioning for the building to meet LEED Silver Certification.

11. All documentation, air quality tests and studies as required to ensure the building project is LEED Silver Certified.

Additional Requirements of the Design Professional Firm Include:

A. Programming Phase

a. The Architect shall develop a written program to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.

b. The Architect shall provide a complete project program listing the needs of the Owner, project cost, objectives, conferences, regulatory requirements, schedule and design criteria.

c. The Architect shall provide preliminary evaluation of the Owner’s Scope of Work and Project Schedule, project site, budgeted cost of the Work, and available surveys, tests, and reports to ascertain that each is consistent and comparable with the others and the requirements of the project. If the Architect detects any inconsistencies or incompatibilities among the documents and information provided by the Owner, the Architect shall promptly recommend reasonable adjustments.

i. The Architect shall investigate existing conditions or existing facilities and list spaces that will be affected by the renovation.

ii. The Architect shall investigate existing facilities and provide a preliminary seismic evaluation of the structures in accordance with New Mexico state codes.

iii. The Architect shall comply with CNM requirements for building communications cabling systems including voice, data and other low voltage communications cabling involving both fiber and copper media as required by CNM’s Information Technologies Services. All fiber lines, copper cabling and conduit shall be included in this project. The project will also include
termination of all lines back to the computer file server room located in the existing facility.

iv. Obtain and list all design related permits and approvals required by governmental authorities having jurisdiction over the project (e.g. grading, drainage plans, zoning, right of ways, encroachment).

d. Meet with local governmental agencies to obtain prior approval.

e. Registration of the project with the US Green Council to meet LEED Silver Certification.

f. Selection of the Commissioning Agent will be selected at this part of the project.

g. The Architect will review the current mechanical system to evaluate the current system and recommend systems to lower energy cost.

h. Provide cost study analysis on the amount of energy savings projected with the renovation of the project.

i. The Architect shall participate in the development and review of the CM at Risk proposals. The Architect shall also assist CNM in developing any needed exhibits, plans or information for the RFP proposal.

B. Schematic Design Phase

a. Schematic Drawings and Specifications. Based on the program, project schedule and delivery method, project site, budgeted cost of the Work, and preparatory surveys, tests, and consultants’ reports, and any agreed adjustments thereto, the Architect shall prepare schematic drawings for schematic plan submittal.

b. Submit for Approval. The Architect shall submit the schematic design documents for the approval of the Owner. The schematic design documents approved by the Owner shall constitute the Approved Project Program which can only be revised by written agreement of the Architect and Owner. The Architect shall prepare sufficient alternative approaches to design and construction to satisfy Owner’s requirements.

c. The Architect shall review alternative approaches to design and construction for the project and the schematic design phase documents as they are being prepared at intervals appropriate for the progress of the project with the Owner and Contractor.

d. The Architect shall furnish the Contractor with copies of the Architect’s documents to assist the Contractor in fulfilling its responsibilities to the Owner. These copies will be included as part of Basic Services and are not reimbursable.

e. The Architect shall provide the Owner and Contractor with a preliminary estimate of construction cost and shall review their estimate against the Contractor’s estimate for comparison. The Architect will work to reconcile any differences with the two estimates. The Architect will be required to provide a detailed explanation of the differences to the Owner. The Architect and Contractor shall meet as required to discuss the project and budget.

f. The Architect shall have a LEED kick-off meeting to discuss the project checklist with the consultants and the Owner to review possible points and any additional points that will ensure that the project meets LEED Silver Certification for a major renovation.

g. Prior to the Owner’s approval of the schematic design documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner’s review comments.

C. Preliminary Design Phase

a. Preliminary Drawings and Specifications. Based upon the schematic design documents approved by the Owner and any adjustments authorized by the Owner in the budgeted cost of the Work, program schedule or delivery method, the Architect shall prepare preliminary drawings, outline specifications, and other documents to fix and describe the size and character of the Project.

b. The Architect is required to use AutoCad RIVET software to ensure all systems in the building function together.
c. The Architect shall prepare and distribute conference memoranda, meeting minutes, summaries of telephone conversations, documentation of site visits and inspection reports as required to maintain a comprehensive record of the project within an agreed to timeframe by both the Architect and the Owner. The project name shall be shown on all documents.

d. Prepare exterior and interior electronic renderings of the design work in a format acceptable to the Owner for the Owner’s use in explaining the design and/or advertising the project. The Architect shall also provide the Owner with a computer generated rendering of the facility renovations showing three dimensional views.

e. The Architect shall obtain all design related permits and approvals required by governmental authorities having jurisdiction of the project.

f. The Architect shall work with the CM at Risk to determine any value engineering that will assist the project in meeting its schedule for construction, quality and LEED Silver Certification.

g. The Architect shall review its construction cost estimate in comparison to the construction cost prepared by the Contractor and shall reconcile any differences between the two construction cost estimates in coordination with the Contractor.

h. The Architect shall review the construction schedule with the CM at Risk and the Owner to review ways to keep some portions of the building operational during construction.

i. The Architect shall review the design development documents as they are being prepared at intervals appropriate to the progress of the project with the Owner and Contractor. The Architect shall furnish copies of the Architect’s documents to assist the Contractor in fulfilling its responsibilities to the Owner. At the completion of the Design Development Phase or at such time as the Owner may specify to the Architect, Owner will furnish Architect with a Guaranteed Maximum Price proposal prepared by the Construction Manager based upon the design development documents prepared by the Architect and approved by the Owner. The Architect shall assist the Owner and further advocate the Owner’s interest in Owner’s negotiations with the Construction Manager in an effort to develop a Guaranteed Maximum Price Proposal acceptable to Owner.

j. If Construction Manager’s Guaranteed Price Proposal exceeds the cost furnished to Owner by Architect, Owner may direct the Architect to revise the documents at their own expense so the Guaranteed Maximum Price Proposal for constructing the project shall not exceed the Owner’s construction cost and any previously approved construction cost estimate.

k. After the Guaranteed Maximum Price has been accepted, the Architect shall incorporate into the design development any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the Guaranteed Maximum Price.

D. Construction Document Phase

a. Authorization. The Owner’s formal approval of the preliminary drawings and further adjustments in the scope and quality of the project and outline specifications shall constitute authority for the Architect to proceed with the completion of final plans and specifications.

b. Construction documents shall conform to the Construction Specifications Institute’s Master Format current version.

c. Final Drawing and Specifications. Based on CNM approved and review by the Construction Manager, preliminary design documents, any further adjustments in the scope, quality and the Cost of work, the Architect shall prepare construction documents consisting of final plans and specifications setting forth in detail the requirements for the construction of the project. The drawings shall incorporate the resolutions of CNM comments and shall be complete as required for the entire project.
EXHIBIT F: PROJECT 3, SCOPE OF WORK, MONTOYA CAMPUS, BUILDING “J” RENOVATION

d. The Architect shall plan, draw and specify for the entire project so that the construction of the building and related facilities together with its built-in permanent fixtures and equipment will cost no more that the Guaranteed Maximum Price proposal from the Contractor.

e. In order to meet the timeline requirements, the Architect may be asked to develop a series of Early Work Packages to meet the desired timeline for construction.

f. The Architect shall be responsible for obtaining all design related permits and approvals required by the governmental authorities having jurisdiction over the project.

g. The review of the construction documents by the Owner shall not relieve the Architect of responsibility for code compliance, design deficiencies or omissions and errors.

h. The Architect shall provide the local building official having jurisdiction a complete set of construction documents to review, meet with the local official and determine any necessary changes. Approval and signature from the local official is required prior to the construction contract and procurement services.

i. The Architect will be responsible for managing the design to stay within the Guaranteed Maximum Price proposal. The Architect shall review the construction documents as they are being prepared at intervals appropriate to the progress of the project with the Owner and Construction Manager.

j. The Architect shall meet with the State Fire Marshall and provide the Fire Marshall with a complete set of the construction documents. The Architect shall provide CNM with the following:

i. Certificate of compliance

ii. Fire Marshall inspection report

k. The Architect shall provide the Construction Manager with copies of the project documents to assist the Construction Manager in fulfilling its responsibilities to the Owner.

l. The Architect shall advise the Owner and Construction Manager on matters such as construction phasing and scheduling, bid or proposal alternates, liquidated damages, construction time period and other construction issues appropriate for the project.

m. The Architect shall assist the Owner and Construction Manager in the preparation of the necessary bidding information, bidding forms, RFP information, and conditions of the contract.

E. Bidding Phase

a. In conjunction with the development of the Guaranteed Maximum Price and at other times as appropriate to the project, the Architect shall assist the Construction Manager by receiving and recording requests for bid and request for proposals documents, issuing bid and RFP documents and accounting for bid and RFP documents issued, receiving and resolving questions about bid, preparing addenda, issuing addenda, and accounting addenda issued, attending pre-bid and pre-proposal conferences and meetings, and assisting in preparing and awarding multiple contracts for construction.

b. The Architect shall answer inquiries from bidders at Owner’s request and shall prepare and issue any necessary addenda to the bidding documents.

F. Construction Contract Administration Phase

a. The Construction Phase shall commence with the acceptance of the Construction Manager’s Guaranteed Maximum Price and issuance of the notice to commence on site work or notice to proceed with construction services and terminate when all the project architect’s services have been satisfactorily performed. Early Work Packages may need to be done in order to meet agreed upon timelines.

b. The Architect shall perform construction contract administration consistent with the General Conditions of the Contract and in accordance with CNM procurement procedures.
c. The Architect shall assist the Owner in making arrangements for the pre-construction conference and shall assist in the pre-construction conference and shall distribute copies to all parties.

d. The Architect shall provide engineering certification as required by New Mexico CID.

e. The Architect will be a representative of the Owner during the construction and in this capacity will endeavor to (a) guard the Owner against variances requirements of the contract documents by the Contractor, (b) require the Contractor to complete the work within the time specified in the construction contract or subsequently extended by the Owner, and (c) guard the Owner against defective work. The Architect will advise and consult with the Owner regarding the performance and progress of the Contractor and regarding solutions to conditions or problems that may arise out of the design or construction. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions of the Contract, which may only be modified in writing.

f. Instructions to the Construction Manager shall be communicated through the Architect.

g. In response to questions from the Contractor or Owner about the contract documents, or as the Architect deems appropriate, the Architect shall provide interpretations and clarifications of the contract documents that are consistent with the intent of and reasonably inferable from the contract documents. Interpretations and clarifications shall be in the form of written explanation or directions and/or supplementary details or drawings, whichever is required to complete, explain or make definite and of the provisions of the drawings and specifications and give them due effect.

h. The Architect shall respond to questions about the contract documents in a timely manner consistent with the terms of the contract documents.

i. Decisions by the Architect, including interpretations and clarifications of the drawings, specifications, or other contract documents, and directions or decisions regarding performance of the work, shall be in writing and shall be advisory to the Construction Manager and Owner.

j. Project Record. The Architect shall maintain the Project Record consisting of project related correspondence, memoranda, notes, statement for services, and related documents, application and certification for payments and related documents, minutes of meetings, and inspection reports issued or received by the Architect. The Owner shall have access to the Project Record during the Architect’s normal office hours. If requested to reproduce the Project Record, or significant portions of it for the Owner, the Architect will do so as a Reimbursable Expense.

k. Communications. So as to maintain continuity in the Architect’s administration of the construction contract and performance of the work by the Contractor and to facilitate complete documentation of the project record, all communications between the Contractor and the Owner regarding matters of or related to the Contract shall be directed through the Architect with copy furnished to the Owner, unless direct communication is otherwise required to effect legal notifications. Unless otherwise authorized by the Architect, communication by and with the Architect’s consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with subcontractors and material suppliers shall be through the Contractor.

l. Submittal review. The Architect shall review the Contractor’s submittals for conformance with requirements of, and the design concept expressed in, the contract documents and approves or takes other appropriate action upon them.

1. This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities or to substantiate installation instructions or performance of equipment and systems, all of which shall be the responsibility of the Contractor. However, the Architect shall advise the Contractor of any errors or omissions which the Architect may detect during this review.
2. As provided in the General Conditions of the Contract, the Architect is not authorized to approve any deviations from the requirements of the contract documents. Deviations may be authorized only by the Owner through a Change Order.

3. The Architect will review and respond to all submittals with reasonable promptness to avoid delay in the work or in the activities of the Owner, Contractor or separate contractors.

4. Within thirty days after substantial completion of the Work by the Contractor, the Architect will furnish the Owner one complete set of the Contractor’s approved submittals, organized in a logical manner.

5. The Architect may specify any scheduling method or format that the Architect considers to be appropriate for the project and which is acceptable to the Owner, but the Architect shall also require the Contractor to prepare and update the progress schedule in accordance with the General Conditions of the Contract. The Architect shall promptly deliver a copy of the Contractor’s approved progress schedule and report, and any revisions to it, to the Owner.

6. The Architect shall require the Contractor to update the progress schedule and report with each monthly application for payment and shall otherwise monitor and keep the Owner apprised of the Contractor’s progress.

m. Inspections. The Architect shall coordinate, schedule and conduct the scheduled inspections and conferences defined in the contract documents and as are appropriate to the scope of the Work. The Architect shall perform periodic inspections defined in the contract documents. The Architect shall attend specified inspections and tests defined in the contract documents when attendance by the Architect is specified or is otherwise appropriate.

1. Definitions. The Architect’s “inspection” means the service performed by the Architect through which the Architect:
   i. Becomes generally familiar with the in-progress and completed Work and the quality of the Work.
   ii. Determines whether the Work is progressing in general accordance with the Contractor’s schedule and is likely to be complete within the Contract Time.
   iii. Visually compares readily accessible elements of the Work to the requirements of the contract documents to determine, in general, if the Contractor’s performance of the Work indicates that the Work will conform to the requirements of the contract documents when completed.
   iv. Endeavor to guard the Owner against defective work, but does not include making exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of the defective work.
   v. Reviews and addresses with the Contractor any problems in implementing the requirements of the contract documents that the Contractor may have encountered.
   vi. Keeps the Owner fully informed about the project.

2. Coordination with the Director of Construction Services or Project Manager. When scheduling Scheduled Inspections and Conferences, the Architect shall first contact the Director of the Construction Services or Project Manager by telephone, establish with the Director a mutually acceptable time for the inspection or conference, and confirm the agreed date and time in writing at least seven days prior to the date of the inspection or conference.

3. Frequency. The Architect’s periodic Inspections shall be at intervals appropriate to the stage of the of the Contractor’s operation and consistent with the size and nature of the Work, but not less than an average of one inspection per week while construction is on-going. The performance of the requirement may be
waived during periods in which weather or other conditions delay progress, or
during slow phases of the construction, making weekly inspections
unwarranted.

4. Inspection by Registered Professional. Inspections may be performed by a
representative of the Architect to whom the Owner has no objection, however,
the Architect or a member of the Architect’s staff who is a New Mexico
Registered Professional shall perform an average of at least three periodic
inspections per month during construction. This requirement may be waived
during periods in which weather or other construction delay progress, or during
slow phases of the construction, making inspections during such period
unwarranted.

5. Reporting. The Architect shall promptly prepare a complete report of each
inspection by the Architect, Architect’s representative, or consulting engineer
and promptly furnish a copy of each report to the Owner and Contractor. The
Architect shall prepare and distribute an inspection report weekly during
construction. For weeks during which inspections are unwarranted, the
Architect shall state in the report that no inspection was performed and why.

6. Stopping the Work: The Architect shall notify the Owner of a need to stop work
when, in the Architect’s opinion, such stoppage is necessary to avoid defective
work.

7. Certification for Payment. The Architect shall review and approve as appropriate
the Contractor’s monthly and final Application for Payment and issue
Certification for payments for payment in accordance with the General
Conditions of the Contract.

8. The Architect shall be required to withhold payment for completed or partially
completed Work for which compliance with the Contract Documents remain to
be determined by Specified Inspections or Final Inspections to be performed by
their proper sequence. If payment is being requested on an Application for
Payment including the Work in Question, the Architect will notify the
Contractor and the Owner and the amount in question will be transferred into an
escrow account in accordance with the New Mexico Prompt Payment Act.

9. Contract Change Orders. The Architect shall administer the Change Order
Procedures provided in the General Conditions of the Contract.

10. The Architect is authorized to make minor changes in the work by written
order to the Contractor. Minor changes in the Work are defined as those which
are in the interest of the Owner do not materially alter the quality price or
performance of the finished work. Changes that involve an increase to the
contract cost are authorized only by the Owner through a Contract Change
Order.

11. The Architect shall prepare details, supplemental drawings, specifications, or
other descriptive documents necessary to sufficiently delineate, for Contractor
pricing and performance, proposed changes in the Work directed or authorized
by the Owner.

12. The Architect (and the Architect’s consultant, when appropriate) will review
and evaluate Change Order proposals and claims for extra work as may be
submitted by the Contractor.

13. Using the Change Order modification form, the Architect shall recommend, as
applicable, the Contractor’s proposals for acceptance by the Owner. Each
recommendation of acceptance will be based upon the Architect’s professional
opinion that a proposal is complete, in conformance with the Contract
Documents, represents fair and reasonable pricing and justifies change order
action in the case of claims for extra work or does not warrant procurement by
competitive bid in the case of added work. Determination of the legality of a
EXHIBIT F: PROJECT 3, SCOPE OF WORK, MONTOYA CAMPUS, BUILDING “J” RENOVATION

Change Order shall be the responsibility of CNM Purchasing Department and CNM legal advisor.

14. The Architect shall prepare Contract Change Orders for acceptance and execution by the Contractor and Owner. Construction Change Orders shall sufficiently describe the change(s) in Work so that the requirements of the Contract Documents are clearly determinable with reasonable ease.

15. The extensive preparation of details, supplemental drawings, specifications or other documents to describe a change in the work shall be included in the Architect’s Basic Fee.

16. As-Built Documents: “As-Built” Documents shall be prepared and furnished by the Contractor in accordance with the General Conditions of the contract. Prior to preparing bid documents, the Architect shall consult with the Owner to determine the Owner’s requirement for “As-Built” Documents and shall incorporate them into the Conditions of the Contract. If they differ from those of the General Conditions, the Architect shall administer the “As-Built” Documents requirement of the Contracts Documents, periodically verifying the Contractor’s compliance during construction and reviewing the Contractor’s final documents for conformance to the Contract Requirements.

17. Upon completion of the project, the Architect shall furnish corrected Auto Cad drawings and two record drawings showing significant changes in the Work made during construction, based on mark-up prints, drawings, and other data furnished by the Contractor to the Architect. For building additions or renovations projects, CAD drawings and reproducible drawings must be furnished for the entire floor(s) affected by the work in order for the Owner to maintain a single complete and integrated set of existing condition drawings.

18. The Construction Contract Administration phase shall terminate upon expiration of the Warranty period or settlement of all Warranty claims, whichever occurs last.

19. Prior to final payment, the Architect shall prepare and deliver to the Owner all record drawings and the final report to the Owner.

20. The Architect shall provide a hard copy and electronic copy of the plans to the Owner.

21. The Architect will produce and submit all paperwork to obtain all utility rebates for the project.
**EXHIBIT G: PROJECT 4, SCOPE OF WORK, SOUTH VALLEY CAMPUS RENOVATION**

**PROJECT 4**

*Scope of Work*

**South Valley Campus Renovation**

General Purpose:

The building involved in this project is located at the Central New Mexico Community College (CNM) South Valley Campus at 5816 Isleta Blvd. SE. The project will be managed within CNM by the Physical Plant Department (PPD). CNM would like to encourage a design that adds to the importance of the student experience by renovating the existing facility that both creates an active student learning environment and student studying areas. The building will be renovated to bring the building up to provide state of the art technology classrooms and labs that will serve as CNM students and showcase CNM as the leader in New Mexico higher education. It is intended that the project will need to be designed to LEED Silver Certification and serve as a landmark for the South Valley Campus.

The purpose of this project is to upgrade the older facility on the campus known as South Valley Phase I. The project will be to update all the classrooms to include mechanical, fire alarm telecommunications, data, architectural and lighting systems, as well as the design and development of all classrooms into state of the art technology learning environments that support the needs of CNM. The project will also look at existing labs on campus and to correct HVAC and exhaust issues at the campus.

The Project will be broken down into three major phases:

**Phase I:** A small programming team will be used to develop the program. Architect is to develop a written program for the project. The existing building will be renovated to meet the current needs of instruction and applicable codes. This portion of the work will include the development of a program for South Valley and will include conceptual ideas and schematic drawings showing the building in relationship to other areas within the building and adjacent buildings. The architect will be required to review the project to determine if the feasibility of renovating some of the classrooms to house additional specialized learning labs, such as an additional cosmetology or vet tech space, while creating state of the art learning environments within the existing building. The project will also review faculty office space within the facility to see what can be done to create a collaborative working style. The program will also look at construction methodologies that will allow the building to operate and have classes while under construction. The architect will also be required to review sustainable approaches to attain a LEED Silver Certification for a major renovation.

The Programming Phase must include the following:

1. LEED attainable points to meet the Silver Certification requirements.
2. List of program spaces and detail on space requirements.
3. Space adjacencies and relationships.
4. Occupant loads.
5. Code blue and camera installation.
6. Review and recommendation of the mechanical systems.
7. Review and recommendation of the electrical system.
8. Review and recommendation of the building envelope.
9. Review and recommendation of the fire suppression system.
10. Review of the restrooms and requirements.
11. Rendering of the building showing building improvements.
12. Campus signage to allow for marketing of CNM.
13. Landscaping plan to enhance the area and minimize water use and enhance the areas around the building.
14. IT requirements and infrastructure development to interconnect to campus communications and data distribution and applications and services hosted at CNM’s Student Resource Center building.
Phase II: This portion of the project will include the development of various schematic designs based on the program to show the users the spaces and their relationship to each other. The architect will be required to provide a cost for the selected schematic design and review the cost against the approved preliminary construction cost and assist CNM in adjusting the cost factors. It is the intent of CNM to use the CM at Risk construction process for this project and the architect will work to develop the necessary documents to assist CNM in selecting a Construction Manager at Risk. The Architect will also be required to assist in the selection process for the Construction Manager at Risk.

Phase III: Once a schematic design is approved and the CM at Risk is selected, the architect will begin design development and construction documents to complete the project. The Architect will also work with the CM at Risk in pre-construction services to gather the information to develop an Initial Guaranteed Maximum Price. This portion of the work will include the development of specifications and construction drawings for the South Valley Campus that will allow for the construction and development of the area. The architect will be required to work with the CM at Risk to develop value engineering and assist CNM in getting the best value for the project. Construction documents will need to be developed in phases to allow for the building to remain usable for classes while the construction is be done to the facility.

This project will include the following:

1. Discussion regarding green concepts and energy efficiencies.
2. Working with the Bernalillo County CID regarding permits, permit review, public hearings.
3. Relocation of electrical.
4. Landscape irrigation and fire protection (fire hydrants and sprinkler systems).
5. Signage/Wayfinding.
6. Relocation and installation of utilities and infrastructure to accommodate the proposed changes.
7. Conduit for future camera security surveillance systems.
8. Furniture selection for the facility.
10. Room and building signage as well as informational kiosks.
11. Adequate parking for the facility.
12. Paving, grading and drainage.
13. Walkway connection to the existing pedestrian walkways along with landscaping, student gathering areas and seating.
14. Relocation of utilities and infrastructure to accommodate future growth within the facility.
15. Telecommunications and data infrastructure to interconnect to campus communication and data distribution and applications and services hosted at CNM’s SRC Building.
16. Student outdoor gathering areas and linkages to student walkways.
17. Scheduling and phasing to allow for classroom and spaces to be used during construction.

The following will be included in the lump sum services for all parts:

1. The architect will need to provide a list of all deliverables for each phase of the project as well as schedule for completing the project. The architect will break down each phase of the project as follows:
   a. Programming Phase.
   b. CMAR Selection Phase.
   c. Schematic Design Phase.
   d. Design Development Value Engineering Phase.
   e. Construction Documents Phase.
   f. Interior Construction Design/Finishes Phase.
   g. Construction Contract Administration Phase.
   h. Closeout Phase.
   i. Post Construction Phase.

A probable cost estimate will be required at the beginning of each phase.
EXHIBIT G: PROJECT 4, SCOPE OF WORK, SOUTH VALLEY CAMPUS RENOVATION

2. Complete and accurate site survey of the property.
3. The services of geotechnical engineers, testing laboratories and other consultants to provide professional evaluations and recommendations pertaining to conditions of the site and existing improvements, including but not limited to, tests and surveys required to ascertain and address surface and subsurface conditions, structural integrity of existing structures, the presence of hazardous materials and environmental issues.
4. Full construction inspection and certification services as required by CID.
5. Provide various campus and community meetings to seek input into the design.
6. The Architectural firm shall perform the services expeditiously as is consistent with the professional skill and care which is ordinarily applied by an architect of good standing with the New Mexico Board for Registration of Architects. It is anticipated the construction will begin during the Fall 2014 term.
7. The Architect shall provide a full professional team for the performance of the services required by the Agreement. The Architect will employ the services of consulting engineers in order to provide a full professional team as dictated by the disciplines of architectural and engineering design involved in the Work.
8. Review and comply with laws, codes and regulations applicable to the design incorporating requirements imposed by governmental authorities having jurisdiction over the project.
9. Registration of the building through the US Green Council to ensure the building is tracked and registered to meet LEED Silver Certification.
10. Fundamental commissioning for the building to meet LEED Silver Certification.
11. All documentation, air quality tests and studies as required to ensure the building project is LEED Silver Certified.

Additional Requirements of the Design Professional Firm Include:

A. Programming Phase
   a. The Architect shall develop a written program to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.
   b. The Architect shall provide a complete project program listing the needs of the Owner, project cost, objectives, conferences, regulatory requirements, schedule and Design Criteria.
   c. The Architect shall provide preliminary evaluation of the Owner’s Scope of Work and Project Schedule, Project site, budgeted cost of the Work and available surveys, tests and reports to ascertain that each is consistent and comparable with the others and the requirements of the Project. If the Architect detects any inconsistencies or incompatibilities among the documents and information provided by the Owner, the Architect shall promptly recommend reasonable adjustments.
      i. The Architect shall investigate existing conditions or existing facilities and list spaces that will be affected by the renovation.
      ii. The Architect shall investigate existing facilities and provide a preliminary seismic evaluation of the structures in accordance with New Mexico state codes.
      iii. The Architect shall comply with CNM requirements for building communications cabling systems including voice, data and other low voltage communications cabling involving both fiber and copper media as required by CNM’s Information Technologies Services. All fiber lines, copper cabling and conduit shall be included in this project. The project will also include termination of all lines back to the computer file server room located in the existing facility.
      iv. Obtain and list all design related permits and approvals required by governmental authorities having jurisdiction over the project (e.g. grading, drainage plans, zoning, right of ways, encroachment).
   d. Meet with local governmental agencies to obtain prior approval.
e. Registration of the project with the US Green Council to meet LEED Silver Certification.

f. Selection of the Commissioning agent will be selected at this part of the project.

g. The architect will review the current mechanical system to evaluate the current system and recommend systems to lower energy cost.

h. Provide cost study analysis on the amount of energy savings projected with the renovation of the project.

i. The Architect shall participate in the development and review of the CM at Risk proposals. The Architect shall also assist CNM in developing any needed exhibits, plans or information for the RFP proposal.

B. Schematic Design Phase

a. Schematic Drawings and Specifications. Based on the program, project schedule and delivery method, Project site, Budgeted Cost of the Work, and preparatory surveys, tests, and consultants’ reports, and any agreed adjustments thereto, the Architect shall prepare schematic drawings for Schematic Plan Submittal.

b. Submit for Approval. The Architect shall submit the schematic design documents for the approval of the Owner. The schematic design documents approved by the Owner shall constitute the Approved Project Program which can then be revised only by written agreement of the Architect and Owner. The Architect shall prepare sufficient alternative approaches to design and construction to satisfy Owner’s requirements.

c. The Architect shall review alternative approaches to design and construction for the project and the schematic design phase documents as they are being prepared at intervals appropriate for the progress of the project with the Owner and Contractor.

d. The Architect shall furnish the Contractor with copies of the Architect’s documents to assist the Contractor in fulfilling its responsibilities to the Owner. These copies will be included as part of Basic Services and not reimbursable.

e. The Architect shall provide the Owner and Contractor with a preliminary estimate of construction cost and shall review their estimate against the Contractor’s estimate for comparison. The Architect will work to reconcile any differences with the two estimates. The Architect will be required to provide a detailed explanation of the differences to the Owner. The Architect and Contractor shall meet as required to discuss the project and budget.

f. The Architect shall have a LEED kick off meeting to discuss the project checklist with the consultants and the Owner to review possible points and any additional points that will ensure that the project meets LEED Silver Certification for a major renovation.

g. Prior to the Owner’s approval of the schematic design documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner’s review comments.

C. Preliminary Design Phase

a. Preliminary Drawings and Specifications. Based upon the schematic design documents approved by the Owner and any adjustments authorized by the Owner in the budgeted cost of the Work, Program Schedule, or delivery method, the Architect shall prepare preliminary drawings, outline specifications, and other documents to fix and describe the size and character of the Project.

b. The Architect is required to use AutoCad RIVET software to ensure all systems in the building function together.

c. The Architect shall prepare and distribute conference memoranda, meeting minutes, summaries of telephone conversations, documentation of site visits and inspection reports as required to maintain a comprehensive record of the Project within an agreed to timeframe by both the Architect and the Owner. The Project name shall be shown on all documents.

d. Prepare exterior and interior electronic renderings of the design work in a format acceptable to the Owner, for the Owner’s use in explaining the design and/or
advertising the project. The Architect shall also provide the Owner with a computer generated rendering of the facility renovations showing three dimensional views.

e. The Architect shall obtain all design related permits and approvals required by governmental authorities having jurisdiction of the Project.

f. The Architect shall work with the CM at Risk to determine any value engineering that will assist the project in meeting its schedule for construction, quality and LEED Silver Certification.

g. The Architect shall review its construction cost estimate in comparison to the construction cost prepared by the Contractor and shall reconcile any differences between the two construction cost estimates in coordination with the Contractor.

h. The Architect shall review the construction schedule with the CM at Risk and the Owner to review ways to keep some portions of the building operational during construction.

i. The Architect shall review the Design Development Documents as they are being prepared at intervals appropriate to the progress of the project with the Owner and Contractor. The Architect shall furnish copies of the Architect’s documents to assist the Contractor in fulfilling its responsibilities to the Owner. At the completion of the Design Development Phase or such time as the Owner may specify to the Architect, Owner will furnish Architect with a Guaranteed Maximum Price proposal prepared by the Construction Manager based upon the Design Development Documents prepared by the Architect and approved by the Owner. The Architect shall assist the Owner and further advocate the Owner’s interest in Owner’s negotiations with the Construction Manager in an effort to develop a Guaranteed Maximum Price Proposal acceptable to Owner.

j. If Construction Manager’s Guaranteed Price Proposal exceeds the cost furnished to Owner by Architect, Owner may direct the Architect to revise the documents at their own expense so the Guaranteed Maximum Price Proposal for constructing the project shall not exceed the Owner’s Construction Cost and any previously approved construction cost estimate.

k. After the Guaranteed Maximum Price has been accepted, the Architect shall incorporate into the Design Development any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the Guaranteed Maximum Price.

D. Construction Document Phase

a. Authorization. The Owner’s formal approval of the preliminary drawings and further adjustments in the scope and quality of the project and outline specifications shall constitute authority for the Architect to proceed with the completion of final plans and specifications.

b. Construction Documents shall conform to the Construction Specifications Institute’s Master Format 2004.

c. Final Drawing and Specifications. Based on CNM approved and review by the Construction Manager, preliminary design documents and any further adjustments in the scope quality and the Cost of work, the Architect shall prepare Construction documents consisting of final plans and specifications setting forth in detail the requirements for the construction of the Project. The drawings shall incorporate the resolutions of CNM comments and shall be complete as required for the entire project.

d. The Architect shall plan, draw and specify for the entire project so that the construction of the building and related facilities together with its built-in permanent fixtures and equipment will cost no more that the Guaranteed Maximum Price Proposal from the Contractor.

e. In order to meet the timeline requirements, the Architect may be asked to develop a series of Early Work Packages to meet the desired timeline for construction.
f. The Architect shall be responsible for obtaining all design related permits and approvals required by the governmental authorities having jurisdiction over the project.

g. The review of the Construction Documents by the Owner shall not relieve the Architect of responsibility for code compliance, design deficiencies, omissions and errors.

h. The Architect shall provide the local Building Official having jurisdiction a complete set of Construction Documents to review, meet with the Local Official and determine any changes. Approval and signature from the Local Official is required prior to the Construction Contract and Procurement Services.

i. The Architect will be responsible for managing the design to stay within the Guaranteed Maximum Price Proposal. The Architect shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and Construction Manager.

j. The Architect shall meet with the State Fire Marshall and provide the Fire Marshall with a complete set of the construction documents. The Architect shall provide CNM with the following:
   i. Certificate of compliance
   ii. Fire Marshall Inspection Report

k. The Architect shall provide the Construction Manager with copies of the Project documents to assist the Construction Manager in fulfilling its responsibilities to the Owner.

l. The Architect shall advise the Owner and Construction Manager on matters such as construction phasing and scheduling, bid or proposal alternates, liquidated damages, construction time period and other construction issues appropriate for the project.

m. The Architect shall assist the Owner and Construction Manager in the preparation of the necessary bidding information, bidding forms, RFP information and Conditions of the Contract.

E. Bidding Phase

a. In conjunction with the development of the Guaranteed Maximum Price and at other times as appropriate to the project, the Architect shall assist the Construction Manager by receiving and recording requests for bid and request for proposals documents, issuing bid and RFP documents and accounting for bid and RFP documents issued, receiving and resolving questions about bid, preparing addenda, issuing addenda and accounting addenda issued, attending pre-bid and pre-proposal conferences and meetings and assisting in preparing and awarding multiple contracts for construction.

b. The Architect shall answer inquiries from bidders at Owner’s request and shall prepare and issue any necessary addenda to the bidding documents.

F. Construction Contract Administration Phase

a. The Construction Phase shall commence with the acceptance of the Construction Manager’s Guaranteed Maximum Price and issuance of the notice to commence on-site work or notice to proceed with construction services and terminate when all the project architect’s services have been satisfactorily performed. Early Work Packages may need to be done in order to meet agreed upon timelines.

b. The Architect shall perform Construction Contract Administration consistent with the General Conditions of the Contract and in accordance with CNM procurement procedures.

c. The Architect shall assist the Owner in making arrangements for the pre-construction conference and shall assist in the pre-construction conference and shall distribute copies to all parties.

d. The Architect shall provide engineering certification as required by CID.
e. The Architect will be a representative of the Owner during the construction and in this capacity will endeavor to (a) guard the Owner against variances requirements of the Contract Documents by the Contractor, (b) require the Contractor to complete the work within the time specified in the Construction Contract or subsequently extended by the Owner, and (c) guard the Owner against defective work. The Architect will advise and consult with the Owner regarding the performance and progress of the Contractor and regarding solutions to conditions or problems that may arise out of the design or construction. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions of the Contract, which may only be modified in writing.

f. Instructions to the Construction Manager shall be communicated through the Architect.

g. In response to questions from the Contractor or Owner about the Contract Documents, or as the Architect deems appropriate, the Architect shall provide interpretations and clarifications of the Contract Documents that are consistent with the intent of and reasonably inferable from the Contract Documents. Interpretations and clarifications shall be in the form of written explanation or directions and/or supplementary details or drawings, whichever is required to complete, explain or make definite any of the provisions of the Drawings and Specification and give them due effect.

h. The Architect shall respond to questions about the Contract Documents in a timely manner consistent with the terms of the Contract Documents.

i. Decisions by the Architect, including interpretations and clarifications of the Drawings, Specifications, or other Contract Documents and directions, or decisions regarding performance of the work, shall be in writing and shall be advisory to the Construction Manager and Owner.

j. Project Record. The Architect shall maintain the Project Record consisting of project related correspondence, memoranda, notes, Statement for Services and related documents, Application and Certification for Payments and Related Documents, minutes of the meetings and inspection reports issued or received by the Architect. The Owner shall have access to the Project Record during the Architect’s normal office hours. If requested to reproduce the project record or significant portions of it for the Owner, the Architect will do so as a Reimbursable Expense.

k. Communications. So as to maintain continuity in the Architect’s administration of the Construction Contract and performance of the work by the Contractor and to facilitate complete documentation of the project record, all communications between the Contractor and the Owner regarding matters of or related to the Contract shall be directed through the Architect with a copy furnished to the Owner, unless direct communication is otherwise required to effect legal notifications. Unless otherwise authorized by the Architect, communication by and with the Architect’s consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with subcontractors and material suppliers shall be through the Contractor.

l. Submittal review. The Architect shall review the Contractor’s submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and approves or takes other appropriate action upon them.

1. This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities or to substantiate installation instructions or performance of equipment and systems, all of which shall be the responsibility of the Contractor. However, the Architect shall advise the Contractor of any errors or omissions which the Architect may detect during this review.

2. As provided in the General Conditions of the Contract, the Architect is not authorized to approve any deviations from the requirements of the Contract Documents. Deviations may be authorized only by the Owner through a Change Order.
3. The Architect will review and respond to all submittals with reasonable promptness to avoid delay in the work or in the activities of the Owner, Contractor or separate contractors.

4. Within thirty days after Substantial completion of the Work by the Contractor, the Architect will furnish the Owner one complete set of the Contractor’s approved submittals, organized in a logical manner.

5. The Architect may specify any scheduling method or format that the Architect considers to be appropriate for the Project and which is acceptable to the Owner, but the Architect shall also require the Contractor to prepare and update the progress schedule in accordance with the General Conditions of the Contract. The Architect shall promptly deliver a copy of the Contractor’s approved Progress Schedule and Report and any revisions to it to CNM.

6. The Architect shall require the Contractor to update the Progress Schedule and Report with each monthly Application for Payment and shall otherwise monitor and keep the Owner apprised of the Contractor’s progress.

m. Inspections. The Architect shall coordinate, schedule and conduct the Scheduled Inspections and conferences defined in the Contract Documents as is appropriate to the scope of the Work. The Architect shall perform periodic Inspections defined in the Contract Documents. The Architect shall attend Specified Inspections and Tests defined in the Contract Documents when attendance by the Architect is specified or is otherwise appropriate.

1. Definitions. The Architect’s “inspection” means the service performed by the Architect through which the Architect:

   i. Becomes generally familiar with the in-progress and completed Work and the quality of the Work.

   ii. Determines whether the Work is progressing in general accordance with the Contractor’s schedule and is likely to be completed within the Contract Time.

   iii. Visually compares readily accessible elements of the Work to the requirements of the Contract Document to determine, in general, if the Contractor’s performance of the Work indicates that the Work will conform to the requirements of the Contract Documents when completed.

   iv. Endeavor to guard the Owner against Defective Work, but does not include making exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of the Defective Work.

   v. Reviews and addresses with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered.

   vi. Keeps the Owner fully informed about the Project.

2. Coordination with the Director of Construction Services or Project Manager. When scheduling Scheduled Inspections and Conferences, the Architect shall first contact the Director of the Construction Services or Project Manager by telephone, establish with the Director a mutually acceptable time for the inspection or conference and confirm the agreed-to date and time in writing at least seven days prior to the date of the inspection or conference.

3. Frequency. The Architect’s periodic Inspections shall be at intervals appropriate to the stage of the of the Contractor’s operation and consistent with the size and nature of the Work, but not less than an average of one inspection per week while construction is on-going. The performance of the requirement may be waived during periods in which weather or other
conditions delay progress or during slow phases of the construction, making weekly inspections unwarranted.

4. Inspection by Registered Professional. Inspections may be performed by a representative of the Architect to whom the Owner has no objection, however, the Architect or a member of the Architect’s staff who is a New Mexico Registered Professional shall perform an average of at least three periodic inspections per month during construction. This requirement may be waived during periods in which weather or other construction delay progress or during slow phases of the construction, making inspections during such period unwarranted.

5. Reporting. The Architect shall promptly prepare a complete report of each inspection by the Architect, Architect’s representative, or consulting engineer and promptly furnish a copy of each report to the Owner and Contractor. The Architect shall prepare and distribute an inspection report weekly during construction. For weeks during which inspections are unwarranted, the Architect shall state in the report that no inspection was performed and why.

6. Stopping the Work. The Architect shall notify the Owner of a need to stop work when, in the Architect’s opinion, such stoppage is necessary to avoid defective work.

7. Certification for Payment. The Architect shall review and approve as appropriate the Contractor’s monthly and final Application for Payment and issue Certification for payments in accordance with the General Conditions of the Contract.

8. The Architect shall be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remain to be determined by Specified Inspections or Final Inspections to be performed by their proper sequence. If payment is being requested on an Application for Payment including the Work in Question, the Architect will notify the Contractor and the Owner and the amount in question will be transferred into an escrow account in accordance with the New Mexico Prompt Payment Act.


10. The Architect is authorized to make minor changes in the work by written order to the Contractor. Minor changes in the Work are defined as those which are in the interest of the Owner and do not materially alter the quality price or performance of the finished work. Changes that involve an increase to the contract cost are authorized only by the Owner through a Contract Change Order.

11. The Architect shall prepare details, supplemental drawings, specifications, or other descriptive documents necessary to sufficiently delineate, for Contractor pricing and performance, proposed changes in the Work directed or authorized by the Owner.

12. The Architect (and the Architect’s consultant, when appropriate) will review and evaluate Change Order Proposals and claims for extra work as may be submitted by the Contractor.

13. Using the Change Order modification form, the Architect shall recommend, as applicable, the Contractor’s proposals for acceptance by the Owner. Each recommendation of acceptance will be based upon the Architect’s professional opinion that a proposal is complete, in conformance with the Contract Documents, represents fair and reasonable pricing, and justifies Change Order action in the case of claims for extra work or does not warrant procurement by competitive bid in the case of added work.
Determination of the legality of a Change Order shall be the responsibility of CNM Purchasing Department and CNM legal advisor.

14. The Architect shall prepare Contract Change Orders for acceptance and execution by the Contractor and Owner. Construction Change Orders shall sufficiently describe the change(s) in Work so that the requirements of the Contract Documents are clearly determinable with reasonable ease.

15. The extensive preparation of details, supplemental drawings, specifications or other documents to describe a change in the work shall be included in the Architect’s Basic Fee.

16. As-Built Documents. “As-Built” Documents shall be prepared and furnished by the Contractor in accordance with the General Conditions of the contract. Prior to preparing bid documents, the Architect shall consult with the Owner to determine the Owner’s requirement for “As-Built” Documents and shall incorporate them into the Conditions of the Contract. If they differ from those of the General Conditions, the Architect shall administer the “As-Built” Documents requirements of the Contracts Documents, periodically verifying the Contractor’s compliance during construction and reviewing the Contractor’s final documents for conformance to Contract Requirements.

17. Upon completion of the project, the Architect shall furnish corrected Auto Cad drawings and two record drawings showing significant changes in the Work made during construction based on mark-up prints, drawings, and other data furnished by the Contractor to the Architect. For building additions or renovations projects, CAD drawings and reproducible drawings must be furnished for the entire floor(s) affected by the work in order for the Owner to maintain a single complete and integrated set of existing condition drawings.

18. The Construction Contract Administration Phase shall terminate upon expiration of the Warranty period or settlement of all Warranty claims, whichever occurs last.

19. Prior to final payment, the Architect shall prepare and deliver to the Owner all record drawings and the final report to the Owner.

20. The Architect shall provide a hard copy and electronic copy of the plans to the Owner.

21. The Architect will produce and submit all paperwork to obtain all utility rebates for the project.
ATTACHMENT G: AFFIDAVIT FORM

STATE OF NEW MEXICO

COUNTY OF (___________________________________)

I, ________________________________, being a registered Design Professional, New Mexico Registration No. ___________, ______________________(title) of ______________________________(Corporation/business/partnership), hereby state and affirm as follows:

1. I have responded to the Central New Mexico Community College (“CNM”) Request for Proposal for Design Professional Services.
2. In connection with responding to said Request for Proposal, I submit herewith additional information regarding my ability to perform Design Professional services.
   A. I currently have professional liability (errors and omissions) insurance with (carrier), ______________________ (policy number), _______________________________ (effective date) ___/___/____, in the amount of $_____________________ which provides coverage for injury to persons or property (including client’s) arising out of the negligent performance of professional services rendered by me, my agents or employees.
   B. I have notified my errors and omissions carrier of the following problems or potential claims against me or the above named business during the last three (3) years:
      Name of Claimant:_____________________________
      Amount of Claim: _____________________________
      Nature of Claim: _____________________________________________________

3. The following legal actions have been filed against me during the last three (3) years:
   Name of Case: ________________________________________
   Court in which filed:_____________________________________
   Date of Filing: ________/_____/______
   Disposition: ______________________________________________________________

4. The following judgments have been entered against me or the above referenced during the last three (3) years.

5. I or the above referenced business possess sufficient financial resources and Design Professional personnel and support personnel to properly perform the services requested by CNM in its Request for Proposal for Design Professional Services.

____________________________________
(Name)

____________________________________
(Title)

____________________________________
(Date)