

## QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

**AGENDA  
REGULAR SESSION  
QUAY COUNTY BOARD OF COMMISSIONERS  
October 27, 2014  
Extension Office (Terry Turner Building)**

**9:00 A.M. Call Meeting to Order**

Pledge of Allegiance

Approval of Minutes-Regular Session October 13, 2014

Approval/Amendment of Agenda

**Public Comment**

**Ongoing Business**

- I. Richard Primrose, Quay County Manager**
- Request Approval of Amended Resolution No. 16 In Support of NMAC 2015 Legislative Priorities

**New Business**

- II. Brenda Bishop, Quay County Extension Agent**
- Quarterly Activity Report
- III. Larry Cooksey, Quay County Sheriff Deputy**
- September Activity Report
- IV. Susan Lease, Quay County DWI Prevention Programs Director**
- Request Approval of the 2014 Proclamation of Red Ribbon Week October 23 - 31, 2014
- V. Janie Hoffman, Quay County Assessor**
- NMAC Board Report



DOC #CM-00351

11/10/2014 02:53 PM Doc Type: COCOM

Fee: (No FieldTag Finance Total Fees found)

Quay County, NM

Pages: 60

Veronica Marez, County Clerk



- VI. Larry Moore, Quay County Road Superintendent**
- Request Approval of 2014-2015 Resolution No. 18 Requesting an Extension for Project No. CAP-4-14(454)
  - Road Update
- VII. Barbara Crockett, Eastern NM Water Utility Authority**
- ENMWUA Activity Report
- VIII. Richard Primrose, Quay County Manager**
- Request Approval of Detention Center Roof Construction Contract with J3 Systems
  - Correspondence
- IX. INDIGENT CLAIMS BOARD**
- Call Meeting to Order
  - Request Approval of Indigent Minutes for the September 22, 2014 Meeting
  - Review October Claims Presented by Julie Lafferty
  - Adjourn
- X. Request Approval of Accounts Payable**
- XI. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**
- XII. Request for Closed Executive Session Pursuant to Section 10-15-1(H) 2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters**

**Adjourn**

*Lunch-Time and Location to be Announced*

**REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS**

**October 27, 2014**

**9:00 a.m.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 27<sup>th</sup> day of October, 2014 at 9:00 a.m. at the Extension Office at the Terry Turner Building, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

**PRESENT & PRESIDING:**

Brad Bryant, Chairman  
Mike Cherry, Member  
Sue Dowell, Member  
Veronica Marez, Quay County Clerk  
Richard Primrose, County Manager

**OTHERS PRESENT:**

Larry Moore, Quay County Road Superintendent  
Cheryl Simpson, Quay County Manager's Office  
Larry Cooksey, Quay County Sheriff Deputy  
Janie Hoffman, Quay County Assessor  
Nathan Wallace, Quay County Resident  
Jason Lamb, Quay County 4-H Extension Agent  
Jim Lafferty, Quay County Resident  
David Babbs, Village of Logan Mayor  
Stephen Hansen, Quay County Sun  
Russell Braziel, KTNM Radio Station  
Barbara Crockett, Eastern NM Water Utility Authority  
Brenda Bishop, Quay County Home Economist  
Becky Wallace, Quay County Medical Clinic Administrator  
Bennie Newton, Village of Logan Commissioner

Chairman Brad Bryant called the meeting to order. Jason Lamb led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the October 13, 2014 regular commission meeting. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye" Bryant "aye". A copy of the minutes are attached and made a part of these minutes.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agenda. MOTION carried. ROLL CALL; Bryant voting "aye", Cherry voting "aye", Dowell voting "aye". A copy of the agenda is attached and made a part of these minutes.

PUBLIC COMMENT: None.

ONGOING BUSINESS: Richard Primrose, Quay County Manager requested approval of Amended Resolution No. 16 In Support of NMAC 2015 Legislative Priorities. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution. MOTION carried. ROLL CALL; Dowell voting "aye", Bryant voting "aye", Cherry voting "aye". A copy of the Resolution is attached and made a part of these minutes.

NEW BUSINESS:

Brenda Bishop, Quay County Home Economist presented the quarterly activity report for the Extension Office.

Susan Lease, Quay County DWI Prevention Programs Director joined the meeting. Time noted 9:15 a.m.

Larry Cooksey, Quay County Sheriff Deputy presented the September activity report. A copy of the report is attached and made a part of these minutes.

Susan Lease, Quay County DWI Prevention Programs Director requested approval of the 2014 Proclamation of Red Ribbon Week October 23-31, 2014. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Proclamation. MOTION carried. ROLL CALL; Dowell voting "aye", Bryant voting "aye", Cherry voting "aye". A copy of the Proclamation is attached and made a part of these minutes.

Susan thanked everyone that donated and volunteered for the Red Ribbon Carnival and said they had over 700 participants that night.

Gayla Brumfield, ENMWUA Chairperson and Sharon King, Mayor of Portales & ENMWUA Vice Chairperson and Paul van Gulick, P.E., Occam Consulting joined the meeting. Time noted 9:20 am

Janie Hoffman, Quay County Assessor presented the NMAC Board Report.

Chairman Bryant requested a change in the agenda moving Barbara Crockett, Eastern NM Water Utility Authority from item No. 7 to No. 6. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve change in agenda. MOTION carried. ROLL CALL; Dowell voting "aye", Bryant voting "aye", Cherry voting "aye".

Barbara Crockett, Gayla Brumfield, Sharon King, Paul van Gulick, Eastern NM Water Utility Authority presented the Eastern New Mexico Water Utility Authority activity report.

Chairman Bryant requested a ten minute break. Time noted 10:00 a.m.

Larry Moore, Quay County Road Superintendent gave the following report:

1. Moore Requested Approval of 2014-2015 Resolution No. 18 Requesting an Extension for Project No. CAP-4-14(454). A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Resolution. MOTION carried. ROLL CALL; Dowell voting "aye", Bryant voting "aye", Cherry voting "aye". A copy of the Resolution is attached and made a part of these minutes.
2. Primrose and Moore attended the RPO meeting that was held in Tucumcari on October 22, 2014 at the Convention Center.
3. Primrose and Moore met with Bill Humphries and Jerry Koile on repairing Quay Road 53 due to wash out problems. Moore will be working on the state right of way just to get it fix because they use it for truck access.
4. Moore finished reviewing the State Land Map and mileage and found a few corrections. He will inform them of the corrections and have them change what needs to be corrected.
5. Moore delivered the closeout paperwork for the Coop Project on Quay Rd 43 to NMDOT.
6. Crews have finished the School Bus Project on Quay 50.4.
7. Crews began School Bus Project on Quay Rd 54.
8. Primrose and Moore will be attending the New Mexico Infrastructure Conference this week.
9. Moore will be attending a workshop on November 4, 2014 in Albuquerque given by Wagner Equipment to learn how to use the electronic blades.

County Manager, Richard Primrose gave the following report:

1. Primrose Requested Approval of Detention Center Roof Construction Contract with J3 Systems. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Contract. MOTION carried. ROLL CALL; Dowell voting "aye", Bryant voting "aye", Cherry voting "aye". A copy of the Contract is attached and made a part of these minutes.

#### CORRESPONDENCE

1. Canadian River Soil & Water Conservation District will be hosting a Mills Canyon Tour on October 29, 2014 at 10:00 am.
2. Presented the October Gross Receipt Tax Report.
3. Courthouse will be closed November 11, 2014 for Veteran's Day.
4. Requested Commissioner meeting scheduled for November 10, 2014 to be moved to November 7, 2014 to be combined with canvassing for General Election. Commissioners agreed.
5. Registration is open for the BIPO Conference that is to be held December 9-11.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to go into session as the Indigent Claim Board. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye", Bryant voting "aye". Time noted 10:30 a.m.

-----INDIGENT CLAIMS BOARD-----

Return to regular session. Time noted 10:32 a.m.

CHECKS WERE REVIEWED. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve payments. MOTION carried. ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye".

Other Quay County Business That May Arise During the Commission Meeting and /or Comments from the Commissioners. NONE

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into executive session pursuant to Section 10-15-1(H)2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters. MOTION carried. ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye". Time noted 11:40 a.m.

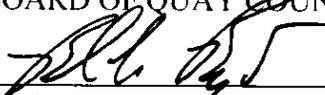
-----EXECUTIVE SESSION-----

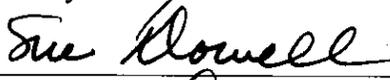
A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only pending personnel matters was discussed during Executive Session and no action was taken. MOTION carried. ROLL CALL; Bryant voting "aye", Cherry voting "aye", Dowell voting "aye".

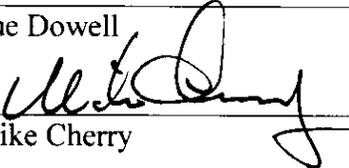
Return to regular session. Time noted 11:41 am.

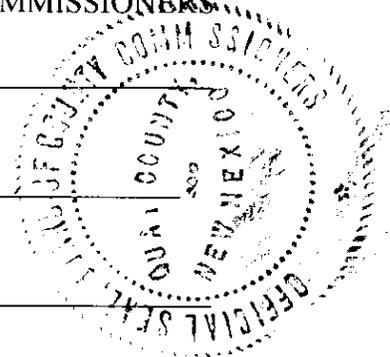
There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue Dowell to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for Friday, November 7, 2014 at 9:00 a.m. unless sooner called. The Commissioners announced they would be having lunch at Pow Wow and all those in attendance were invited. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye", Bryant voting "aye". Time noted 11:41 a.m.

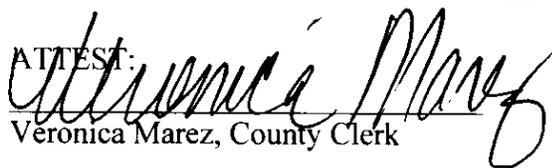
BOARD OF QUAY COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Brad Bryant

  
\_\_\_\_\_  
Sue Dowell

  
\_\_\_\_\_  
Mike Cherry



ATTEST:  
  
\_\_\_\_\_  
Veronica Marez, County Clerk

**AMENDED  
QUAY COUNTY  
2014-2015  
Resolution No. 16**

**A Resolution Supporting the 2015 Legislative Priorities of the New Mexico  
Association of Counties**

**WHEREAS**, in August 2014, the Board of Directors of the New Mexico Association of Counties approved eight legislative priorities for consideration by the New Mexico Legislature at its 2015 regular legislative session; *and*

**WHEREAS**, NMAC has requested that the Board of County Commissioners in each of the state's 33 counties adopt a resolution supporting NMAC's legislative priorities; *and*

**WHEREAS**, this is an important step in assuring maximum understanding of, and support for, NMAC's legislative priorities at the county level; *and*

**WHEREAS**, the adoption of such resolutions will enable NMAC to demonstrate to the state legislature local and statewide support for NMAC's legislative priorities; *and*

**WHEREAS**, the legislative priorities include support for legislation on the following eight issues:

- **Safety Net Care Pool**

Reinstate sunset clause in SB268 so that counties obligation to fund the Safety Net Care Pool will expire at the end of 2018 to coincide with the expiration of the state Medicaid waiver with CMS. (Health Care Policy Committee)

- **Keep Southwest Chief /Amtrak Service**

Support continuation of Amtrak's SW Chief and create reasonable funding alternatives. (Commissioners)

- **Tax Roll Corrections**

Authorizes the County Treasurer in conjunction with the County Assessor to make changes to the tax schedule and clarifies the authority and reasons necessary for tax schedule changes to correct obvious errors. (Assessors)

- **Delinquent Property Tax Payments**

Authorize County Treasurers to receive all payments of property taxes, including those turned over to the Property Tax Division of the Taxation & Revenue Department for collection and placed on installment agreements. (Treasurers)

- **Increase Detention Facilities Funding**

Restore County Detention Facilities Reimbursement Act funding. (Detention Administrators)

- **Job Creation and IRB Act Improvement**

Allow counties to increase economic growth and job creation by expanding the list of projects eligible for an IRB, and removing the complaint process for certain IRB projects. (Managers and Executive Committee)

- **Public Lands Task Force (Memorial)**

Create a task force to evaluate state and county dependence on federal revenue, conduct an inventory of federal land ownership within the state, and study the legal, economic and practical impact of a potential transfer of certain public lands from the federal government to the state. (Public Lands & Natural Resources Policy Committee)

- **Inmate Options (Memorial)**

Study housing options and service delivery for detention inmates with special medical and mental health needs. (Commissioners)

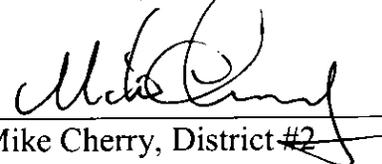
**NOW, THEREFORE, BE IT RESOLVED** that the Quay County Board of County Commissioners does hereby support the legislative priorities of the New Mexico Association of Counties as set forth above, and urges that legislation incorporating these priorities be enacted by the state legislature during its 2015 regular legislative session.

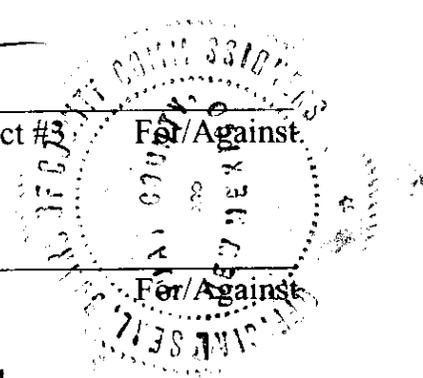
**ADOPTED** this 27<sup>th</sup> of October, 2014.

BOARD OF COUNTY COMMISSIONERS  
OF QUAY COUNTY, NEW MEXICO

  
\_\_\_\_\_  
Brad Bryant, Chair, District #3

  
\_\_\_\_\_  
Sue Dowell, District #1

  
\_\_\_\_\_  
Mike Cherry, District #2

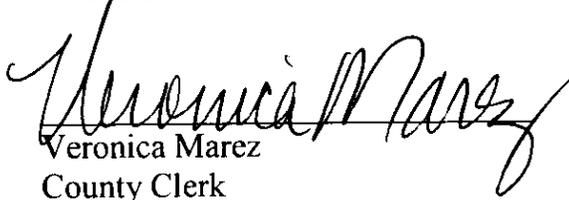


For/Against

For/Against

For/Against

ATTEST:

  
\_\_\_\_\_  
Veronica Marez  
County Clerk

QUAY COUNTY SHERIFF'S OFFICE  
TOTAL ACTIVITY  
September 1-30 2014

Arrests	4	<b>Transports:</b>	
Calls For Service	532	In State	14
Civil Process	113	Out of State	2
Accidents	2		
Citations	2		
Assist Other Agency	7		
Training	0	<b>Juvenile Transports</b>	1
Court Security	10		
Total Miles	11,508	<b>Adult Transports</b>	15
		Dog calls	0
		SOR	3

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Joe Schallert, Sheriff

# Quay County DWI Program

## PROCLAMATION

**WHEREAS**, New Mexico and Quay County value the health and safety of all our citizens; and

**WHEREAS**, substance abuse is particularly damaging to one of our most valuable resources, our children, and a contributing factor in the three leading causes of death for teenagers- accidents, homicides, and suicides; and

**WHEREAS**, it is the goal of the Quay County Red Ribbon Campaign and Quay County to involve families, schools, businesses, churches, law enforcement agencies, and service organizations in all aspects of this campaign and establish an atmosphere that supports awareness, educations, and on-going initiatives to prevent illegal drug use; and

**WHEREAS**, the Quay County Red Ribbon Campaign theme promotes family and individual responsibility for living healthy, drug-free lifestyles, without illegal drugs or the illegal use of legal drugs; and

**WHEREAS**, there are many activities planned during the Red Ribbon Campaign in Quay County;

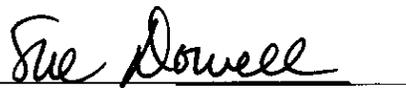
**NOW, THEREFORE** We, the Quay County Commission do hereby proclaim **October 23<sup>rd</sup> through October 31<sup>st</sup>, 2014** as

### **RED RIBBON WEEK**

in Quay County and urge all citizens to join in the week's activities and to work all year to protect our community from the dangers of alcohol and other drugs.

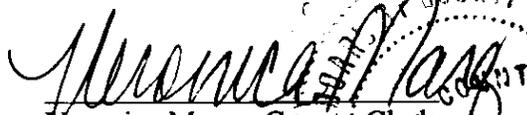
Witness my hand and seal of Quay County, New Mexico this 27<sup>th</sup> day of October 2014.

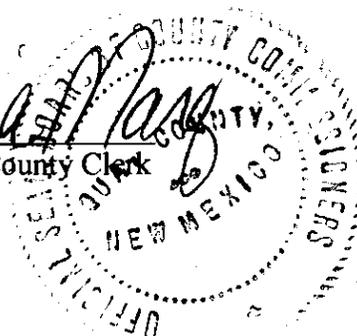
  
Brad Bryant, Chairman

  
Sue Dowell

  
Mike Cherry

ATTEST:

  
Veronica Marez, County Clerk



The seal is circular with the text "OFFICIAL SEAL OF QUAY COUNTY, NEW MEXICO" around the perimeter and "COMMISSIONERS" at the bottom.



# Quay County Government

FISCAL YEAR 2014-2015

## RESOLUTION No. 18

### PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

**WHERE AS**, the Governing Body of the County of Quay met in a Regular Meeting and proposes to approve and support a request for 1 year extension to jointly coordinate grant administered by the New Mexico Department of Transportation.

**WHERE AS**, the County of Quay and the New Mexico Department of Transportation have entered into a joint coordinated effort, and

**WHEREAS**, the Governing Body does provide authorization and approval for an extension request from December 31, 2014 to December 31, 2015, Project No. Cap-4-14(454), Control No. L400134, Contract No. D14129, due to weather conditions slowing down Coop and School Bus Projects.

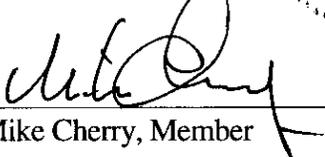
**NOW, THEREFORE**, it is respectfully requested that authorization be given of said request to the New Mexico Department of Transportation District 4 office for approval of said request.

Done this 27<sup>th</sup> day of October 2014 at the County of Quay.

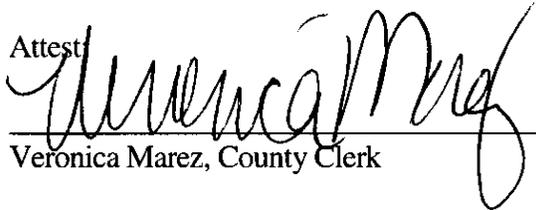
#### APPROVED AND ATTESTED:

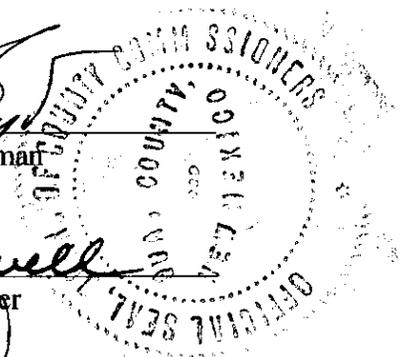
  
Brad Bryant, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member

Attest

  
Veronica Marez, County Clerk





## QUAY COUNTY GOVERNMENT

300 South Third Street  
P.O. Box 1246  
Tucumcari, NM 88401  
Phone: (575) 461-2112  
Fax: (575) 461-6208

October 27, 2014

John A. Herrera  
LGRF Coordinator  
NMDOT D4  
P.O. Box 10  
Las Vegas, NM 87701

Dear Mr. Herrera,

Please accept this letter on behalf of Quay County requesting an extension on Cooperative Agreement CAP-4-14(454). Quay County needs to extend this project until December 31, 2015 due to weather conditions slowing down Coop and School Bus Projects. Attached is the formal resolution. I have included the dollar amount that each entity is responsible for. If you have any questions please feel free to contact Larry Moore at 575-461-3577 or his email: [larry.moore@quaycounty-nm.gov](mailto:larry.moore@quaycounty-nm.gov).

Total Project Amount:	\$249,552.00
State's Amount:	\$187,164.00
Entity's Amount:	\$ 62,388.00

Sincerely,

Richard Primrose  
County Manager

# AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT FORMS - LUMP SUM PRICE OR UNIT PRICE  
Section 00510

Contract No. \_\_\_\_\_



Distribution to:

- Owner
- Contractor
- Architect/Engineer
- Finance Dept.

[Disclaimer: Changes and/or modifications made to this document, other than the typical construction items for which the contractor is bidding and/or will contract for, without the written consent of the Local Government Division, DFA shall render this document null and void]

This Agreement entered into this 24th day of October, 2014, by and between the parties as follows:

**THE OWNER:**

Quay County Government  
300 South 3<sup>rd</sup> Street  
Tucumcari, NM 88401

**THE CONTRACTOR:**

J3 Systems LLC  
145 Bosque Farms Boulevard  
Bosque Farms, NM 87068

Telephone: 575-461-2112

Fax: 575-461-6208

E-mail address: [julie.lafferty@quaycounty-nm.gov](mailto:julie.lafferty@quaycounty-nm.gov)

Telephone: 505-869-2629

Fax: 505-869-9411

E-mail address: [earl@j3systems.net](mailto:earl@j3systems.net)

For the following Project: Quay County Detention Center Re-Roof

Project Number: 2015-01

**ARCHITECT/ENGINEER OF RECORD:**

Dekker Perich Sabatini  
7601 Jefferson NE  
Albuquerque, NM 87109  
Telephone: 505-761-9700  
Fax: 505-761-4222  
[peterh@dpsdesign.org](mailto:peterh@dpsdesign.org)

## RECITALS

**WHEREAS, Quay County**  
**Government**  
(insert funding authority); and

**WHEREAS,** the Owner, through its County Commission is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100 NMSA 1978; and

**WHEREAS,** the Owner has let this contract according to the established state and local purchasing procedures for contracts of the type and amount let; and

**WHEREAS,** award of the construction contract on this Project was approved by the Governing Body at its meeting of October 13, 2014 ;

The OWNER and the CONTRACTOR agree as set forth below.

### ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the following:

- Bid Form
- This Agreement
- Performance Bond
- Labor and Material Payment Bonds
- Agent's Affidavit
- Certificate of Insurance
- Assignment of Antitrust Claims
- Notice of Award
- Notice to Proceed
- Conditions of the Contract, General,
- Supplementary and Other Conditions
- Drawings
- Specifications
- All Addenda Issued Prior to and
- All Modifications Issued after Execution of this Agreement

These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7 of this Agreement.

### ARTICLE 2 THE WORK

2.1 The Contractor shall perform all the Work required by the Contract for the following:  
Quay County Detention Center Re Roof and Alt 1 Security Fencing

### ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under the contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved not later than One Hundred Twenty (120) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

3.2 Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the Contractor agrees, in partial consideration for the award of the Contract, to pay to the Owner the amount of **Five Hundred Dollars (\$500.00)** per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Contract.

### ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract, the Contract Sum of Three Hundred Sixty One Thousand Four Hundred Fifty One & .06/100 Dollars (\$ 361,451.06).

4.2 The Contract sum is determined as follows:

Base Bid	\$ <u>299,340.00</u>
Alternates (if any)	\$ <u>34,950.00</u>
NM GRT @ <u>8.125</u> %	\$ <u>27,161.06</u>
Contract Sum	\$ <u>361,451.06</u>

## **ARTICLE 5 PROGRESS PAYMENTS**

5.1 Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/ Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract for the period ending the 5<sup>th</sup> day of the month as follows:

5.2 Not later than twenty-one (21) working days following receipt by the Owner of an undisputed Application for Payment or as stated in Paragraph 25 of the Supplemental General Conditions, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; less such amounts as the Architect/ Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5 NMSA 1978).

5.2.1 When making payments, an owner, contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act refer to Section 57-28-5 NMSA 1978.

## **ARTICLE 6 FINAL PAYMENT**

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within thirty (30) calendar days after notification of the Owner by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer and final monitoring and close-out by the Funding Agency. In addition, the

Contractor shall provide to the Owner a certified statement of Release of Liens (*AIA Document G706A or approved form*) and Consent of Surety.

## **ARTICLE 7 GENERAL AND SPECIAL PROVISIONS**

7.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

7.2 Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.3 As between the parties to this Agreement. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

7.4 The Contractor shall hold harmless and indemnify the Owner against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the Contractor.

7.5 This Agreement shall not become effective until approved by the governing body; and signed by all parties required to sign this Agreement and reviewed by the Funding Agency.

7.6 The Contractor and his agents and employees are independent contractors and are not employees of the Owner. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

7.7 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, his officers and employees from his liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the Contractor may incur.

7.8 The Contractor agrees not to purport to bind Owner to any obligation not assumed herein by Owner unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7.9 Notices. All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as shown on the title page of this Agreement.

7.10 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

7.11 Gender - Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

7.12 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

7.13 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

7.14 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

7.15 Separability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

7.16 Waiver. No provision of this Agreement shall be deemed to have been waived by either

Rev. 5-11

party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

7.17 Entire Agreement. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

7.18 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

7.19 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

7.20 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

7.21 Pursuant to §13-1-191 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 prohibit 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.

7.22 The Contract Documents, which constitute the

entire Contract between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

Performance Bond	4A-42-44
Labor and Material Payment Bond	4A-45-47
Rider to Bonds	4A-48
Agent's Affidavit	4A-49
Certificate of Insurance	4A-51
Assignment of Antitrust Claims	4A-52
Certificate of Owner's Attorney	4A-54
General Conditions	4A-54-65
Modifications to General Conditions	4A-46
Supplemental Conditions	4A-67-79
Technical Specifications	Division 1-16

7.23 The following documents bound in the Project Manual:

<u>Documents</u>	<u>Pages</u>
Bid Form	4A-19-23
Agreement between Owner and Contractor	4A-37-41

Approved by the Governing Body at its meeting of \_\_\_\_\_

October 27, 2014



OWNER: Quay County Commission

[Signature]  
Mayor/Chairperson

Date: 10/27/14

Reviewed: \_\_\_\_\_  
As to Legal Form and Sufficiency

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

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

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

As to Budget Sufficiency

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

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

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

**APPROVED:** This Agreement is entered into as of the day and year first written above.

**CONTRACTOR:** J3 Systems, LLC

By: [Signature]

Title: General Manager

Date: 10/24/14

Federal Tax ID N°: 42-1612091 State Tax ID N°: 03-001386-00-0

**AGENCY CONCURRENCE:**

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

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

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

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 **AIA** Document A312™ – 2010

**Performance Bond**

Bond #5189014

**CONTRACTOR:**

*(Name, legal status and address)*

J3 Systems, LLC  
145 Bosque Farms Blvd., Bosque Farms, NM 87068

**SURETY:**

*(Name, legal status and principal place of business)*

SureTec Insurance Company  
1330 Post Oak Blvd., Suite 1100, Houston, TX 77056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**OWNER:**

*(Name, legal status and address)*

Quay County Government  
300 South Third Street, PO Box 1246  
Tucumcari, NM 88401

**CONSTRUCTION CONTRACT**

Date: 10/13/14

Amount: \$334,290.00

Three Hundred Thirty-Four Thousand, Two Hundred Ninety Dollars and No Cents

Description:

*(Name and location)*

FFB 15-01 Quay County Detention Center Re-Roof

**BOND**

Date: 10/20/2014

*(Not earlier than Construction Contract Date)*

Amount: \$334,290.00

Three Hundred Thirty Four Thousand, Two Hundred Ninety Dollars and No Cents

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

J3 Systems, LLC

**SURETY**

Company: *(Corporate Seal)*

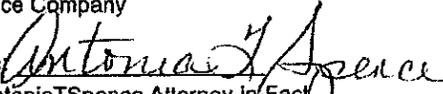
SureTec Insurance Company

Signature: 

Name: EARL WISE

and Title: General manager

*(Any additional signatures appear on the last page of this Performance Bond.)*

Signature: 

Name: Antonia T Spence, Attorney-in-Fact

and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

*(Architect, Engineer or other party:)*

Poms & Associates Insurance Brokers  
320 Osuna Rd, NE, Bldg H  
Albuquerque, NM 87107

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

Int.

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under the terms of  
of Architects for  
061010

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Init.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Int.

4A-43C

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address:

Address:

Init.

AK-125

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 **AIA** Document A312™ – 2010

**Payment Bond**

Bond #5189014

**CONTRACTOR:**

*(Name, legal status and address)*

J3 Systems, LLC

145 Bosque Farms Blvd., Bosque Farms, NM 87068

**SURETY:**

*(Name, legal status and principal place of business)*

SureTec Insurance Company

1330 Post Oak Blvd., Suite 1100, Houston, TX 77056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**OWNER:**

*(Name, legal status and address)*

Quay County Government

300 South Third Street, PO Box 1246

Tucumcari, NM 88401

**CONSTRUCTION CONTRACT**

Date: 10/13/14

Amount: \$334,290.00

Three Hundred Thirty-Four Thousand, Two Hundred Ninety Dollars and No Cents

**Description:**

*(Name and location)*

FFB 15-01 Quay County Detention Center Re-Roof

**BOND**

Date: 10/20/2014

*(Not earlier than Construction Contract Date)*

Amount: \$334,290.00

Three Hundred Thirty Four Thousand, Two Hundred Ninety Dollars and No Cents

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

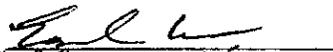
Company: *(Corporate Seal)*

J3 Systems, LLC

**SURETY**

Company: *(Corporate Seal)*

SureTec Insurance Company

Signature: 

Name: EARL WISC

and Title: General manager

*(Any additional signatures appear on the last page of this Payment Bond.)*

Signature: 

Name: Antonia T Spence, Attorney-in-Fact

and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Poms & Associates Insurance Brokers

320 Osuna Rd, NE, Bldg H

Albuquerque, NM 87107

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

Init.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.

AA-ABC

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

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

Init.

4A-45D

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# RIDER TO BONDS

BONDS, CERTIFICATES AND NOTICES  
Section 00621

This Form Must Be  
Used By Surety

Performance Bond N<sup>o</sup>. \_\_\_\_\_ Labor & Material Payment Bond N<sup>o</sup>. \_\_\_\_\_

Obligee (Owner): \_\_\_\_\_

Surety \_\_\_\_\_

Surety's New Mexico Agent:

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

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

Telephone N<sup>o</sup>. (\_\_\_\_) \_\_\_\_\_

The Surety and Principal stipulate as follows:

Whenever, in the judgment of the Owner, the Surety on this bond shall be insolvent, or for any cause is not a proper or sufficient Surety, the Owner may require the Contractor to furnish a new or additional bond or security within ten (10) days; and thereupon, if the Owner shall so order, security shall be furnished. If such new or additional bond or security is not furnished within said time, the Owner may, at its option, take over and Surety, either doing the Work on force account, or letting the same by contract, and shall be entitled to use any equipment, materials and supplies of the delinquent Contractor in completing said Work.

The Surety hereby stipulates and agrees that no properly authorized Change Order altering Contract Time, Contract Sum, Conditions of the Contract, or the scope of nature of the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive any notice of such change.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Witness)

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

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety) (Seal)

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



# **GUARANTY BOND/MAINTENANCE BOND**

BONDS, CERTIFICATES, AND NOTICES  
Section 00600

**NOT USED**

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Daniel R. Foley, Antonia T. Spence

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

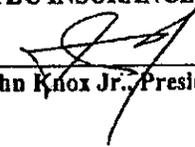
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 13th day of February, A.D. 2014

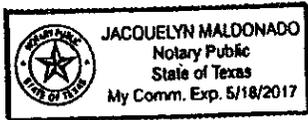
SURETEC INSURANCE COMPANY

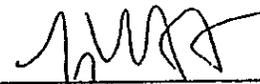
By:   
John Knox Jr., President



State of Texas                      ss:  
County of Harris

On this 13th day of February, A.D. 2014 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Poms & Associates Insurance Brokers, Inc. 320 Osuna Road N.E. Suite C-1  Albuquerque NM 87107	<b>CONTACT NAME:</b> Janifer Maly <b>PHONE (A/C, No, Ext):</b> (800)898-6236 <b>FAX (A/C, No):</b> (505) 797-1432 <b>E-MAIL ADDRESS:</b> jmaly@pomsassoc.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> J3 Systems, LLC dba Lone Mountain Roofing 145 Bosque Farms Blvd  Bosque Farms NM 87068	<b>INSURER A:</b> New Mexico Mutual Casualty Co.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 14-15 WC Only      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	41126	1/9/2014	1/9/2015	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE: Quay County Detention Center Re-Roof**  
 Project #2015-01

<b>CERTIFICATE HOLDER</b>  Quay County Government 300 South Third St. PO Box 1246 Tucumcari, NM 88401	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Janifer Maly/MALJAN <i>Janifer Maly</i>

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER

PER CONTRACT(S) ON FILE WITH EMPLOYER

WORK LOCATION(S):

NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 41126.110 issued to J3 SYSTEMS LLC (DBA:LONE MOUNTAIN ROOFING) shall be valid and shall form part of said policy. The effective date of this endorsement is 01/09/2014 12:01 A.M. Mountain Standard Time.

Endorsement No:

Date Issued: 12/17/2013

**THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED**

Countersignature of Licensed Resident Agent \_\_\_\_\_

**ACORD**<sub>TM</sub>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/17/2014

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HUB International Ins Svcs Inc 7770 Jefferson Street NE, 200 P.O. Box 90756 Albuquerque, NM 87199-0756	<b>CONTACT NAME:</b> Barbara Kailey <b>PHONE (A/C, No):</b> " <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> barbara.kailey@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Lone Mountain Roofing J3 Systems, LLC dba 145 Bosque Farms Blvd Bosque Farms, NM 87068	<b>INSURER A:</b> Mountain States Indemnity Compa <b>NAIC#</b> 10177
	<b>INSURER B:</b> Mountain States Mutual Casualty
	<b>INSURER C:</b> New Mexico Mutual Casualty Comp
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CPP0255552	01/06/2014	01/06/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP0255563	01/06/2014	01/06/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CPP0255552	01/06/2014	01/06/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory In NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	41126	01/09/2014	01/09/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

IFB 15-01 Quay County Detention Center Re-Roof

<b>CERTIFICATE HOLDER</b> Quay County Government PO Box 1246 Tucumcari, NM 88401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Robert B. Mackay</i>

# ASSIGNMENT OF ANTITRUST CLAIMS

(To be executed by Suppliers, Subcontractors, and Sub-Subcontractors of Contractors)

BONDS, CERTIFICATES, AND NOTICES  
Section 00661

This Form Must Be Submitted  
Within 10 Days of Bid Award

Project: Way County Detention Center Project Number: 13-0095.001  
Re-roof

J3 Systems LLC agrees that any and all claims which it may have or may  
inure

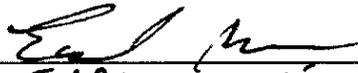
to it for overcharges resulting from antitrust violations as to goods, services, and materials

purchased in connection with the above-referenced project are hereby assigned to the Owner, but only  
to

the extent that such overcharges are passed on to the Owner.

It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of  
any overcharges not passed on to the Owner, including the right to any treble damages  
attributable thereto.

Firm: J3 Systems LLC

By:   
EARL WISE

Signed by Individual Empowered to Obligate Supplier,  
Subcontractor, or Sub-Subcontractor

Title: General Manager

Date: 10/24/14

# CERTIFICATE OF OWNER'S ATTORNEY

BONDS, CERTIFICATES, AND NOTICES  
Section 00670

I, the undersigned, Warren F. Frost, the duly authorized and acting  
legal representative of the (municipality/county) of Quay

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligation upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Name: Warren F. Frost  
Address: P.O. Box 64  
10990 NW 88926  
Date: 10-21-14 Telephone N<sup>o</sup>. - - -

# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

GENERAL CONDITIONS OF THE CONTRACT  
Section 00700

## TABLE OF CONTENTS

1. Contract and Related Contract Documents	26. Acceptance of Final Payment as Release
2. Definitions	27. Payments by Contractor
3. Additional Instructions and Detail Drawings	28. Insurance
4. Shop/Setting Drawings	29. Contract Security
5. Materials/Services/Facilities	30. Additional/Substitute Bond
6. Contractor's Title to Materials	31. Assignments
7. Inspection/Testing of Materials	32. Mutual Responsibility of Contractors
8. "Or Equal" Clause	33. Separate Contracts
9. Patents	34. Subcontracting
10. Survey/Permits/Regulations	35. Architect/Engineer Authority
11. Contractor's Obligations	36. Stated Allowances
12. Weather Conditions	37. Use of Premises/Removal of Debris
13. Protection of Work and Property, Emergency	38. Quantities of Estimate
14. Inspection	39. Lands and Rights of Way
15. Reports/Records/Data	40. General Guaranty
16. Superintendence by Contractor	41. Conflicting Conditions
17. Changes in Work	42. Notice of Service Thereof
18. Extras	43. Required Provisions
19. Time for Completion and Liquidated Damages	44. Protection of Lives/Health
20. Correction of Work	45. Subcontracts
21. Subsurface Conditions Found Different	46. Interest of Congressmen
22. Claims for Extra Cost	47. Other Prohibited Interests
23. Right of Owner to Terminate	48. Use Prior to Owner's Acceptance
24. Construction Schedule/Periodic Estimate	
25. Payments to Contractor	

### 1. Contract and Contract Documents

1.1 The project to be constructed pursuant to this contract will be financed with the assistance of the New Mexico Small Cities Community Development Block Grant Program and is subject to all applicable federal and state laws and regulations. State administered Community Development Block Grant monies are federal funds. Section 13-1-30B NMSA 1978 of the Procurement Code stipulates: "When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. When mandatory applicable federal law or regulations are inconsistent with the provisions of the Procurement Code, compliance with federal law or regulations shall be compliance with the Procurement Code."

### 1.2 The applicable governing federal procurement

standards are defined in OMB Circular A-102, Attachment O. When federal and state procurement policies are different, the more restrictive policies apply so long as they are consistent with Circular A-102 standards.

1.3 The plans, specifications and addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

## **2. Definitions**

The following terms as used in this contract are respectively defined as follows:

2.1 *Contractor* is a person, firm or corporation with whom the contract is made by the Owner.

2.2 *Subcontractor* is a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.

2.3 *Work on (at) the project* is work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

## **3. Additional Instructions and Detail Drawings**

3.1 The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/ Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with progress of the work.

## **4. Shop or Setting Drawings**

4.1 The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/ Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor

must furnish additional copies, Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will never the less be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

## **5. Materials, Services, and Facilities**

5.1 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

5.2 Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

## **6. Contractor's Title to Materials**

6.1 No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

## **7. Inspection and Testing of Materials**

7.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.

7.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

## **8. "Or Equal" Clause**

8.1 Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

## **9. Patents**

9.1 The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

9.2 License or Royalty Fees. License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not be or through the Contractor.

9.3 If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after, completion of the work.

## **10. Surveys, Permits, and Regulations**

10.1 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

10.2 The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.

10.3 The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

## **11. Contractor's Obligations**

11.1 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified. The Contractor will perform the Work in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

11.2 The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

## **12. Weather Conditions**

12.1 In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by

reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

### **13. Protection of Work and Property-Emergency**

13.1 The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

13.2 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

13.3 Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons to damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

13.4 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

### **14. Inspection**

14.1 The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

### **15. Reports, Records, and Data**

15.1 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

### **16. Superintendence by Contractor**

16.1 At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/ Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

### **17. Changes in Work**

17.1 No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner and funding agency. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- A. Unit bid prices previously approved.
- B. An agreed lump sum.
- C. The actual cost of:
  1. Labor, including foremen;
  2. Materials entering permanently into the work;
  3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
  4. Power and consumable supplies for the operation of power equipment;
  5. Insurance;
  6. Social Security and old age and unemployment contributions.

17.2 To the costs under 17.1 there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

### **18. Extras**

18.1 Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by

the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

## 19. Time for Completion and Liquidated Damages

19.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are *essential conditions* of this contract: and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

19.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

19.3 If the said Contract shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contract shall be in default after the time stipulated in the contract for completing the work.

19.4 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

19.5 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the

new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

A. To any preference, priority or allocation order duly issued by the Government;

B. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

C. To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections a) and b) of this article:

19.6 Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

## 20. Correction of Work

20.1 All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid

to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

## **21. Subsurface Conditions Found Different**

21.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

## **22. Claims for Extra Cost**

22.1 No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17.3 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

## **23. Right of the Owner to Terminate Contract**

23.1 In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the

mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

## **24. Construction Schedule and Periodic Estimates**

24.1 Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereof. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

## **25. Payments to Contractor**

25.1 Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract for the period ending the last day of the month as follows:

A. Not later than twenty-one (21) working days following receipt by the Owner of an undisputed Application for Payment or as stated in Paragraph 3 of the Supplemental General Conditions, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to

materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and less such amounts as the Architect/Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

B. When making payments, an owner, contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act refer to Section 57-28-5 NMSA 1978.

25.2 In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

25.3 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

25.4 Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the

provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

## **26. Acceptance of Final Payment Constitutes Release**

26.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

## **27. Payments by Contractor**

27.1 Contractors and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the owner, contractor or subcontractor. If the contractor or subcontractor fails to pay his subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to his subcontractors and suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (Section 57-28-1 et. seq. NMSA 1978).

## **28. Insurance**

28.1 The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the

insurance required of the subcontractor has been so obtained and approved.

**28.2 Compensation Insurance.** The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of this employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

**28.3 Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance.** The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

**28.4 Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance.** The Contractor shall either 1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph 28.3 hereof or, 2) insure the activities of his policy, specified in subparagraph 28.3 hereof.

**28.5 Scope of Insurance and Special Hazards.** The insurance require under subparagraphs 28.3 and 28.4 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

**28.6 Builder's Risk Insurance (Fire and Extended Coverage).** Until the project is completed and accepted by the Owner, the Owner, or Contractor [at the Owner's option as indicated in the Supplemental General Conditions, Form HUD-4238-N] is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

**28.7 Proof of Carriage of Insurance.** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

## **29. Contract Security**

**29.1** The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

## **30. Additional or Substitute Bond**

**30.1** If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days

after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

### **31. Assignments**

31.1 The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

### **32. Mutual Responsibility of Contractors**

32.1 If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

### **33. Separate Contract**

33.1 The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/ Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination

with his own work.

### **34. Subcontracting**

34.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

34.2 The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

34.3 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

34.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

34.5 Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

### **35. Architect/Engineer's Authority**

35.1 The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the

Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

35.2 The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

### **36. Stated Allowances**

36.1 The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

### **37. Use of Premises and Removal of Debris**

37.1 The Contractor expressly undertakes at his own expense:

- A. to take every precaution against injuries to persons or damage to property;
- B. to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- C. to place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris

of every nature resulting from his operations, and to put the site in a neat, orderly condition.

F. to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

### **38. Quantities of Estimate**

38.1 Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

### **39. Lands and Rights-of-Way**

39.1 Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completions of work to be performed under this contract.

### **40. General Guaranty**

40.1 Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

### **41. Conflicting Conditions**

41.1 Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such

conflict or inconsistency.

#### **42. Notice and Service Thereof**

42.1 Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

#### **43. Provision Required by Law Deemed Inserted**

43.1 Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

#### **44. Protection of Lives and Health**

44.1 "The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction; as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

#### **45. Subcontracts**

45.1 "The Contractor will insert in any subcontracts the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clause requiring this insertion in any further subcontracts that may in turn be made. The contractor will require all subcontractors any further subcontracts to complete form 1422 (Subcontractor

Rev. 5-11

Certification Concerning Labor Standards and Prevailing Wage Requirements)"

45.2 The Contractor ultimately will be held responsible for any federal Labor Standards Provisions violations committed by subcontractors or any further subcontractors.

45.3 It is the contractor's responsibility to provide the owner an updated listing of subcontractors or any further subcontracts (Table A) within 10 days of the award.

#### **46. Interest of Member of or Delegate to Congress**

46.1 No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

#### **47. Other Prohibited Interests**

47.1 No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

#### **48. Use and Occupancy Prior to Acceptance by Owner**

48.1 The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

A. Secures written consent of the Contractor

except in the event, in the opinion of the Architect/ Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.

B. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the

remaining period of construction, or,

C. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

## MODIFICATIONS TO GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS  
Section 00700

**1. Paragraph 17 is amended to add new sub-paragraph. Paragraph 17 is amended to add new sub-paragraphs 17.3 through 17.6 to read:**

17.3 The Contractor must submit in writing any request for any modifications to the plans and specifications. Shop drawings that are submitted to the Architect/Engineer for review do not constitute "in writing" unless it is brought to the attention of the Architect/Engineer that specific changes are being proposed. In any event, the responsibility for proposing changes to the plans and specifications by means of shop drawings resides with the Contractor and no additional costs resulting from such changes will be paid to the Contractor.

17.4 All change orders will include the total added (or deducted) cost to the Owner, including gross receipts tax. The Owner must approve any increase or decrease to the Construction Cost.

17.5 All change orders will be approved by the funding agency (Local Government Division, DFA) before taking effect. Any additional project costs (including GRT) approved by the Owner without LGD approval, shall become the sole responsibility of the Owner.

17.6 Any party that becomes aware of an expected project cost over-run, will notify the Owner immediately. The Owner will notify the Funding Agency. If funding is not already in place to cover the entire over-run, the owner and Architect/Engineer will: 1) amend the scope of work to bring the project back within budget, 2) secure additional and timely funding to cover the entire over-run or 3) deny approval of the change order.

**2. Add the following sentences at the end of Paragraph 28.6:**

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) days after receipt of the Notice of Award. These certificates shall contain a provision that coverage's afforded under the policies will not be cancelled unless a least thirty (30) days prior written notice has been given to the Owner. A copy of the Builder's All-Risk Policy, if required, shall be provided to the Owner before any portion of Work is commenced by the Contractor. The original Owner's Protective Liability Insurance Policy shall be provided to the Owner before any portion of the work is commenced by the Contractor.

**3. Paragraph 28 is amended to add a new subparagraph 28.7 to read:**

28.7 Payment of Damages. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operation under this contract.

**4. Paragraph 29 is amended to add a new subparagraph 29.1 to read:**

29.1 A claimant is further defined as set forth in Sections 13-4-18 through 13-4-20 NMSA 1978. The security is bound by the provisions of Sections 13-4-18 through 13-4-20 NMSA 1978.

**\*If the Architect/Engineer must make changes to the General Conditions of this contract they must be included here.**

# SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS  
Section 00820

## TABLE OF CONTENTS

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Enumeration of Plans, Specifications and Addenda</li> <li>2. Stated Allowances</li> <li>3. Notice of Extended Payment Provision</li> <li>4. Public Liability and Property Damage Insurance</li> <li>5. Photographs of Project</li> <li>6. Schedule of Minimum Hourly Wage Rates</li> <li>7. Builder's Risk Insurance</li> <li>8. Special Equal Opportunity Provisions</li> <li>9. Certification of Compliance with Air and Water Acts</li> </ol> | <ol style="list-style-type: none"> <li>10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention</li> <li>11. Flood Disaster Protection</li> <li>12. Access to Records and Maintenance of Records</li> <li>13. Conflict of Interest of Officers or Employees of the Local Jurisdiction, members of the Local Governing Body, or other Public Officials</li> <li>14. Minority and Female Contractor Association</li> <li>15. Special Hazards</li> </ol> |
|--|---|

**1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA**

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

*DRAWINGS*

General Construction: Nos.  
GI-001  
AE-105  
AE-201  
AE-501

Heating and Ventilating: Nos.  
N/A \_\_\_\_\_

Plumbing: Nos.  
N/A \_\_\_\_\_

Electrical: Nos.  
N/A \_\_\_\_\_

\_\_\_\_\_ Nos.

\_\_\_\_\_ Nos.

*SPECIFICATIONS*

General Construction: Section 01-1000 Page 1 to Section 32-1815 Page 2 \_\_\_\_, inclusive

Heating and Ventilating Page NA to \_\_\_\_, inclusive

Plumbing: Page NA to \_\_\_\_, inclusive

Electrical Page NA to \_\_\_\_, inclusive

Page \_\_\_\_ to \_\_\_\_, inclusive

Page \_\_\_\_ to \_\_\_\_, inclusive

*ADDENDA*

No. 001 Date 10/07/2014 \_\_\_\_\_ No. \_\_\_\_\_  
Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_  
Date \_\_\_\_\_  
No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

**2. STATED ALLOWANCES**

A. Pursuant to paragraph 36 of the General Conditions, the Contractor shall include the following cash allowances in the Bid: N/A

1. For (page \_\_\_\_ of Specifications) \$ \_\_\_\_\_
2. For (page \_\_\_\_ of Specifications) \$ \_\_\_\_\_
3. For (page \_\_\_\_ of Specifications) \$ \_\_\_\_\_
4. For (page \_\_\_\_ of Specifications) \$ \_\_\_\_\_
5. For (page \_\_\_\_ of Specifications) \$ \_\_\_\_\_
6. For (page \_\_\_\_ of Specifications) \$ \_\_\_\_\_

**3. NOTICE OF EXTENDED PAYMENT PROVISION**

This contract allows the Owner to make payment within 45 (not to exceed 45 days) days after

submission of an undisputed request for payment (Section 57-28-5 B (2) NMSA 1978).

#### 4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under paragraph 28 of the General Conditions, the policy shall be written for not less than the following or greater if required by law:

##### 4.1 Worker's Compensation (including accident and occupational disease coverage):

- |                         |                           |
|-------------------------|---------------------------|
| a. State                | Statutory                 |
| b. Employer's Liability | \$ 100,000 each accident  |
|                         | \$ 500,000 disease-policy |
| limit                   |                           |
|                         | \$ 100,000 disease-each   |
| employee                |                           |

##### 4.2 Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

- |  |                       |
|--|-----------------------|
| a. Bodily Injury   | \$ 500,000 per person |
|  | \$1,000,000 each      |
| occurrence   |                       |
| b. Property Damage   | \$ 500,000 each       |
| occurrence   |                       |
|  | \$ 500,000 annual     |
| aggregate  |                       |
| c. Property Damage Liability Insurance shall provide X, C or coverage as applicable. |                       |

##### 4.3 Comprehensive Automobile Liability:

- |                    |                       |
|--------------------|-----------------------|
| a. Bodily Injury   | \$ 500,000 per person |
|                    | \$1,000,000 each      |
| occurrence         |                       |
| b. Property Damage | \$ 500,000 each       |
| occurrence         |                       |
|                    | \$ 500,000 annual     |
| aggregate          |                       |

##### 4.4 Umbrella Excess Liability: \$1,000,000 over primary insurance

4.5 The Contractor shall either: (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

#### 5. PHOTOGRAPHS OF PROJECT

As required by the Funding Agency, the Contractor will furnish photographs before construction, during construction and upon completion of the project.

#### 6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES.

Given on pages 75 through 79.

#### 7. BUILDER'S RISK INSURANCE

7.1 As provided in the General Conditions, Paragraph 28, the Contractor X will  will not maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear. (\* Check one - to be filled in by Architect/Engineer)

#### 8. SPECIAL EQUAL OPPORTUNITY PROVISIONS - NOT USED

#### 9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS - NOT USED

#### 10. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

##### A. Danger Signals and Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

**11. FLOOD DISASTER PROTECTION -  
NOT USED**

**12. ACCESS TO RECORDS AND  
MAINTENANCE OF RECORDS – NOT USED**

**13. CONFLICT OF INTEREST OF OFFICERS  
OR EMPLOYEES OF THE LOCAL  
JURISDICTION, MEMBERS OF THE LOCAL  
GOVERNING BODY, OR OTHER PUBLIC  
OFFICIALS**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the

proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

**14. MINORITY AND FEMALE  
CONTRACTOR ASSOCIATIONS – NOT  
USED**

**15. SPECIAL HAZARDS**

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: none

[If none, insert "none"]

# MODIFICATIONS TO SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS  
Section 00820

**\*If the Architect/Engineer must make any modifications to the Supplemental General Conditions of this contract they must be included here.**

# ADDITIONAL CONDITIONS

SUPPLEMENTARY CONDITIONS  
Section 00830

## TABLE OF CONTENTS

1. Construction Industries Licensing Act
2. Contract Audit
3. Assignment of Antitrust Claims
4. Bribes, Gratuities, and Kickbacks
5. Non-Resident Contractor's Requirements Regarding Gross Receipts Tax Surety Bond
6. Contractor's Gross Receipts Tax Registration
7. Contracts with Nonresident Persons or Partnerships or Unadmitted Foreign Corporations, Agent for Service of Process
8. Safety Standards and Accident Prevention
9. Minimum Wage Rates
10. Project Identification Sign

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### 1. CONSTRUCTION INDUSTRIES LICENSING ACT

1.1 This Contract is subject to the provisions of the New Mexico Construction Industries Licensing Act (§§60-13-1 to 60-13-59 NMSA 1978), the rules and regulations of the New Mexico Construction Industries Commission and the rules, regulations and codes of the various trade boards adopted pursuant to the Construction Industries Licensing Act.

### 2. CONTRACT AUDIT

2.1 The Owner shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated Contract or subcontract other than a firm fixed-price Contract to the extent that such books and records relate to the performance of such Contract or subcontract. Such books and records shall be maintained by the Contractor for a period of six years from the date of final payment under the prime Contract and by the Subcontractor for a period of six years from the date of final payment under the subcontract unless a shorter period is otherwise authorized by the Owner in writing (§13-1-161 NMSA 1978).

### 3. ASSIGNMENT OF ANTITRUST CLAIMS

3.1 All contractor, suppliers, subcontractors agree that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services and materials purchased in connection with this Project are hereby assigned to the Owner and

the funding agency, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the contractor, supplier, subcontractor or sub-subcontractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Owner, including the right to any treble damages attributable thereto.

### 4. BRIBES, GRATUITIES, AND KICKBACKS

4.1 It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Contract and for any person to offer or pay anything of value to any such public employee (§§30-24-1 through 2 NMSA 1978).

4.2 Pursuant to §13-1-191 NMSA 1978 reference is hereby made to the criminal laws of New Mexico, including §§30-24-1 through 30-24-2, and §§30-41-1 through 30-41-3 NMSA 1978, which prohibit bribes, kickbacks, and gratuities and 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.

### 5. NON-RESIDENT CONTRACTOR'S REQUIREMENTS REGARDING GROSS RECEIPTS TAX SURETY BOND

5.1 Section 7-1-55A NMSA 1978 provides that any person (as defined in §7-1-3 NMSA 1978) engaged in the construction business who does not have his principal place of business in New Mexico and enters into a prime construction contract to be performed in this state shall, at the time such contract is entered into, furnish the Director of the Revenue Division, Taxation and Revenue Department, or his delegate with a surety bond or other acceptable security in a sum equivalent to the gross receipts tax to be paid under the contract multiplied by the applicable rate of the gross receipts tax imposed by §7-9-4 NMSA 1978 to secure payment of the tax imposed on the gross receipts from the contract, and shall obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate, that the requirements of this paragraph have been met.

5.2 If the total sum to be paid under the contract is changed by ten percent or more after the date the

surety bond or other acceptable security is furnished, to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within fourteen days after the change (§7-1-55B NMSA 1978).

5.3 In addition to the above requirements, the Contractor will be subject to all the requirements of §7-1-55 NMSA 1978.

## **6. CONTRACTOR'S GROSS RECEIPTS TAX REGISTRATION**

6.1 §7-10-4 NMSA 1978 provides that any person (as defined in §7-10-3 NMSA 1978) performing services for the state or its political subdivisions, as those terms are used in the Gross Receipts and Compensating Tax Act (§§7-10-1 through 7-10-5 NMSA 1978) must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue Department of the state to pay the gross receipts tax.

6.2 For information in obtaining the identification number contact: Revenue Processing Division, Taxation and Revenue Department, Manuel Lujan Sr. Building, 1200 St. Francis Drive, Santa Fe, New Mexico 87503, or call (505) 827-0825.

6.3 If any person who performs services for the State or its political subdivisions is not registered to pay the gross receipts tax, the Owner shall withhold payment of the amount due until the person has presented evidence of registration with the Revenue Division to pay the gross receipts tax.

## **7. CONTRACTS WITH NONRESIDENT PERSONS OR PARTNERSHIPS OR UNADMITTED FOREIGN CORPORATIONS, AGENT FOR SERVICE OF PROCESS**

Special attention of Contractors is called to the requirements of §§13-4-21 through 13-4-24 NMSA

1978, whereby a public works contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.

## **8. SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this contract, the Contractor shall:

A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (P.L. 91-596), and the requirements of Title 29 of the Code of Federal Regulations, 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

## **9. MINIMUM WAGE RATES**

9.1 The Contractor warrants and agrees that he, all subcontractors and any further subcontractors will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act, §13-4-11 NMSA 1978. The attached Minimum Wage Rate Determinations are declared to be prevailing and apply to all construction.

9.2 The scale of wages must also be posted in a

prominent location at the site.

9.3 In the event it is found by the Labor Commission, that any laborer or mechanic employed by the Contractor, subcontractor or any further subcontractors on the site of the project covered by this Contract, has been or is being paid as a result of a willful violation, a rate of wages less than the rate of wages required by the Contract, the Owner may, by written notice to the Contractor, his subcontractor or any further subcontractors if the violation involves a Subcontractor, terminate their right to proceed with the Work or such part of the Work as to which there has been a willful failure to pay the required wages and the Owner may prosecute the work to completion by contract or otherwise, and the Contractor, subcontractor or any further subcontractor shall be liable to the Owner and the State of New Mexico for any excess cost occasioned thereby. If the Owner or State of New Mexico is unable to collect from the

Subcontractor or any further Subcontractors, the Contractor will be liable for all costs.

**10. PROJECT IDENTIFICATION SIGN**

10.1 The Contractor as an incidental cost shall provide, erect, and maintain for the duration of the construction project one identification sign at each construction site. The sign shall be painted on one side with a background color of yellow with red lettering of 3/4" thick, not smaller than 4' x 6' nor larger than 4' x 8', marine grade plywood. Each sign shall be mounted on two 4" x 4" posts, with the bottom of the sign at least four feet above grade. The sign shall be mounted level and at the location designated by the Architect/Engineer or the Owner's Project Manager. The sign shall be salvaged to the Owner at the end of the construction project.

**Sample Sign**

Sign shall be yellow background with red letters

	<p>(ENTITY)</p>  <p>[Logo - 1'-6" Dia./Sq.]</p>	<p>[2] NEW MEXICO COMMUNITY DEVELOPMENT COUNCIL PROJECT SUSANA MARTINEZ, GOVERNOR [3] (PROJECT NAME)</p>					
<p>[1-1/2"]</p> <p>[1"]</p> <p>[1"]</p> <p>[1"]</p> <p>[1"]</p> <p>[1"]</p>	<p><b>COUNCIL/COMMISSION</b> (NAME), DISTRICT 1 (NAME), DISTRICT 2 (NAME), DISTRICT 3 (NAME), DISTRICT 4 (NAME), DISTRICT 5</p>	<table border="0"> <tr> <td style="width: 50%;"> <p>ARCHITECT [1-1/2"] (NAME) [1-1/2"] (ADDRESS) [1"] (CITY, STATE, ZIP CODE) [1"] (TELEPHONE No. 505-000-0000) [1"]</p> </td> <td style="width: 50%;"> <p>CONTRACTOR [1-1/2"] (NAME) [1-1/2"] (ADDRESS) [1"] (CITY, STATE, ZIP CODE) [1"] (TELEPHONE No. 505-000-0000) [1"]</p> </td> </tr> <tr> <td style="vertical-align: top;"> <p>OWNER [1-1/2"] [ENTITY] [1-1/2"] (ADDRESS) [1"] (CITY, STATE, ZIP CODE) [1"] (TELEPHONE No. 505-000-0000) [1"] (NAME), MANAGER [1"]</p> </td> <td style="vertical-align: top;"> <p>FUNDING [1-1/2"] CDBG GRANT - \$ [1-1/2"] (DOT COOP GRANT - \$ ) [1"] (CITY/COUNTY FUNDS - \$ ) [1"] (TOTAL PROJECT COST - \$ ) [1"]</p> </td> </tr> </table>	<p>ARCHITECT [1-1/2"] (NAME) [1-1/2"] (ADDRESS) [1"] (CITY, STATE, ZIP CODE) [1"] (TELEPHONE No. 505-000-0000) [1"]</p>	<p>CONTRACTOR [1-1/2"] (NAME) [1-1/2"] (ADDRESS) [1"] (CITY, STATE, ZIP CODE) [1"] (TELEPHONE No. 505-000-0000) [1"]</p>	<p>OWNER [1-1/2"] [ENTITY] [1-1/2"] (ADDRESS) [1"] (CITY, STATE, ZIP CODE) [1"] (TELEPHONE No. 505-000-0000) [1"] (NAME), MANAGER [1"]</p>	<p>FUNDING [1-1/2"] CDBG GRANT - \$ [1-1/2"] (DOT COOP GRANT - \$ ) [1"] (CITY/COUNTY FUNDS - \$ ) [1"] (TOTAL PROJECT COST - \$ ) [1"]</p>	
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[1-1/2" wide red outline, with rounded corners @ interior box]							

**11. OTHER ADDITIONAL CONDITIONS (list):**

NONE

## **MODIFICATIONS TO ADDITIONAL CONDITIONS**

SUPPLEMENTARY CONDITIONS  
Section 00830

**NONE**

\*If the Architect/Engineer must make any modifications to the Additional Conditions of this contract they must be included here.