

AGREEMENT
Between
REGENTS OF NEW MEXICO STATE UNIVERSITY
And
CONTRACTOR

This Agreement entered into this _____ day of _____, 20____, by and between the parties as follows:

Owner – Regents	Contractor
Regents of New Mexico State University	Name of Contractor
PO Box 30001	Address
Las Cruces, NM 88003	City, State, Zip
	License Number

The Project is:

The Regents Representative /Project Manager is:

The Project Architect is:

The Regents and the Contractor agree as set forth below.

1. THE CONTRACT DOCUMENTS

1.1 The term "Contract Documents" shall consist of the following and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

- Agreement between Regents and Contractor
- Invitation to Bid/ Request for Proposal Documents
- Completed Bid Form
- Performance Bond
- Labor and Material Payment Bond
- General Conditions and Supplementary Conditions
- Drawings
- Specifications
- State and Federal wage rate determinations as applicable
- All issued Addenda
- Notice to Proceed
- Authorized Change Orders.

2. THE WORK

2.1 This contract shall include the Work as required by the Contract Documents.

3. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Agreement shall commence within ten (10) days of the date of the Notice to Proceed and, subject to authorized adjustments, Substantial Completion shall be achieved not later than _____, 20____, which is _____ calendar days from date of Notice to Proceed.

The Parties acknowledge that it is difficult to determine actual damages, should Contractor fail to perform by the date(s) specified in the Contract Documents, and further agree that the amount specified for Liquidated Damages is not unreasonable, nor punitive in nature. Liquidated Damages may be assessed to the Contractor at the Regents' discretion at (\$ _____) per day, for days beyond time agreed upon for Substantial Completion.

4. CONTRACT SUM

4.1 The Regents shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, including all applicable New Mexico Gross Receipts Tax (NMGRT). The Contract Sum is determined as follows:

Base Bid:	\$
Alternative (s) #_____ (if applicable)	\$
NMGRT on above amount:	\$
Total Contract Amount:	\$

5. PROGRESS PAYMENTS

5.1 Progress payments shall be in accordance with General Conditions Section 9.5

6. MINIMUM WAGE RATES AND PAYROLL SUBMITTALS

6.1 For all federally funded construction projects greater than \$2,000, the contractor and all subcontractors and their tiers shall deliver or mail legible copies of the certified weekly payrolls for all costs/services invoiced for the project awarded resulting from this ITB/RFP to the appropriate oversight agency and Facilities and Services Project Manger. The Contractor shall certify that all payrolls submitted meet or exceed the applicable wage determination as shown in this ITB/RFP. Contractor shall be responsible for the collection and submittal of all certified payrolls and shall retain a copy of all payrolls for a period of 3 years from the completion of the project. A copy of all certified payrolls shall be sent monthly to Facilities and Services Project Manager. The Contractor shall be responsible for labeling each submittal with the project name; payroll period; and contractor and/or subcontractor name; each employee's full name and social security number, address and zip code, birth date, sex and occupation, time and day of when employees work week begins, hours worked each day, total hours worked each workweek, basis on which employees wages are paid, regular hourly pay rate, total daily or weekly straight-time earnings, total overtime earnings for the workweek, all additions to or deductions from the employee's wages, date of payment and the pay period covered by the payment.

7. FINAL PAYMENT

7.1 Final payment shall be made in accordance with General Conditions Section 9.8

8. TAX SEGREGATION (CONSTRUCTION RELATED PROJECTS)

8.1 In the performance of construction related services under this solicitation, the Contractor agrees to work with and cooperate with the University's Tax Cost Segregation Consultant. The University's tax cost segregation consultant will be responsible for coordination, oversight and analysis of the effective application of New Mexico Gross Receipts Tax for each general contractor involved with the construction projects at NMSU. Such services of the segregation consultant will be performed in accordance with New Mexico Statutes and relative regulations governing the application of New Mexico gross receipts tax to tangible personal property acquisition made by NMSU for various construction projects

9. MEDIATION

9.1 In the event that a dispute arises with respect to any of the provisions contained in this contract (other than Termination as set forth in General Conditions Section 14) or any other matter affecting this contractual relationship between the University and the Contractor, the parties agree that prior to filing any court action to enforce the contract or rights under the contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience of a mediator. The parties shall mutually agree upon the choice of mediator, In the event the parties have not agreed to a mediator within ten days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from a professional association and the parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for half of mediation costs.

10. NOTICES

10.1 Should any contractual or technical questions arise throughout the contract period, notice shall be delivered by the Contractor as follows:

Contractual Questions:

Regents of New Mexico State University Attn:
Central Purchasing Office
PO Box 30001 MSC 3890
Las Cruces, NM 88003

Technical Questions: Name:

Address:

City, State Zip:

11. CONDUCT ON UNIVERSITY PROPERTY AND WORK SITE:

11.1 The Regents subscribe to the following established policies:

- A. Policy Statement Against Sexual Harassment
- B. New Mexico State University Smoking Policy
- C. Policy Statement on Equal Employment Opportunity/Affirmative Action.

Copies of these policy statements are available at the Business Office, the Central Purchasing and Risk Management Administration Office, and the Office of the University Architect. The Contractor shall require all persons in its employ, directly or by subcontract, and all representatives of suppliers to comply with these policies while on university property and construction sites.

Nothing contained herein shall be interpreted to prevent the Regents from modifying such policies at any time. In the event of any such modification(s) Contractor shall be provided copies of the modified policy. Failure to provide such copy shall not be deemed a breach of this Agreement.

12. REFERENCE STANDARDS:

12.1 In the event of contradiction, the Contract Documents shall take precedence over the requirements of industry or other standards referenced in the Specifications and Drawings.

12.2 Provisions of reference standard specifications shall not be construed or effective to change the duties and responsibilities of the Regents, the Contractor, or the Architect from those set forth in the General and Supplementary Conditions.

13. WORKMANSHIP/COOPERATION

13.1 All work shall be done in a neat, workman-like manner using acceptable equipment and methods consistent with that level of care and skill ordinarily exercised by members of the profession/trade and in accordance with sound professional/trade standards and ethical practice. The Contractor will cooperate with the University and other contractors and coordinate their work involving other contractors through the University's authorized representative.

14. RECORD DOCUMENTS:

14.1 Nothing in the General Conditions shall be construed to limit the requirements for Record Documents.

14.2 It is the Regents' intent that Record Documents shall provide very detailed information regarding the Work of this contract as well as the existing site conditions encountered.

14.3 Except as otherwise specified, the Contractor shall be required to provide accurate Record Documents for each portion of the Work as part of its bid for that portion of the Work, without additional cost to the Regents.

15. LICENSED BY THE STATE OF NEW MEXICO

15.1 All Contractors and Sub-contractors are required to be licensed by the State of New Mexico and shall continue to be so licensed for the term of the Contract.

The rights and obligations provided for in the agreement shall become effective and binding upon the signature of both parties.

REGENTS OF
NEW MEXICO STATE UNIVERSITY

CONTRACTOR:

BY:

BY:

Signature

Signature