

CONTRACTOR AGREEMENT
between
REGENTS OF NEW MEXICO STATE UNIVERSITY
and _____

This Agreement by and between the following Parties is effective upon the date of last signature:

Owner-Regents

Regents of New Mexico State University (NMSU) PO Box 30001
Las Cruces, NM 88003

Contractor

Contractor _____
Address _____
City/State/ZIP _____
License # _____

Secondary Contact

Contractor _____
Address _____
City/State/ZIP _____
License # _____

The Project is: _____

The Project Manager is: _____

The Project Architect is: _____

NMSU and Contractor (the Parties) agree as follows:

1. THE CONTRACT DOCUMENTS; MERGER & MODIFICATION

1.1 This Agreement consists of the following "Contract Documents" which are incorporated into the Agreement and, when read together, constitute one integrated document:

- Contractor Agreement between NMSU and Contractor
- New Mexico State University's Terms and Conditions for Construction and Related Services (Construction Terms)
- New Mexico State University's Standard Terms and Conditions (Standard Terms)
- Applicable Cooperative Pricing Agreement
- Invitation to Bid/ Request for Proposal Documents
- Completed Bid Form
- Performance Bond
- Labor and Material Payment Bond
- Drawings
- Specifications
- State and Federal wage rate determinations as applicable
- All issued Addenda
- Notice to Proceed
- Authorized Change Orders.

1.2 This Agreement constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement will not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

2. THE WORK

The Work to be performed under the terms of this Agreement is that which is described in, and required by, the Contract Documents including all necessary labor and all materials and equipment incorporated or to be incorporated.

3. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work will commence not later than ten (10) days after the issuance of the Notice to Proceed and, subject to authorized adjustments, Substantial Completion will be achieved not later than ____ calendar days from date the Notice to Proceed is issued.

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 Contractor at NMSU’s discretion at _____ per day, for days beyond time agreed upon for Substantial Completion.

4. CONTRACT SUM

NMSU will pay 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)	
Alternative (s) total dollar amount	\$ _____
NMGRT on above amount:	\$ _____
 Total Contract Amount:	 \$ _____

5. PROGRESS PAYMENTS and FINAL PAYMENTS

Progress payments and final payments will be made in accordance with the Construction Terms, Section 10.

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 will deliver or mail legible copies of the certified weekly payrolls for all costs/services invoiced for the project to the appropriate oversight agency and Facilities and Services Project Manager. The Contractor will certify that all payrolls submitted meet or exceed the applicable wage determination provided to Contractor by NMSU. Contractor will be responsible for the collection and submittal of all certified payrolls and will retain a copy of all payrolls for a period of 3 years from the completion of the project. A copy of all certified payrolls will be sent monthly to the Facilities and Services Project Manager. Contractor will be responsible for including in each submittal: (1) the project name; (2) the payroll period; (3) the contractor and/or subcontractor name; (4) each employee's full name, social security number, address and zip code, birth date, sex and occupation; (5) the time and day when the employee’s work week begins; (6) the hours worked each day; (7) the total hours worked each workweek; (8) the basis on which the employee’s wages are paid; (9) the regular hourly pay rate; (10) the total daily or weekly straight-time earnings; (11) total overtime earnings for the workweek; (12) all additions to or deductions from the employee's wages; (13) the date of payment; and (14) the pay period covered by the payment.

7. TAX SEGREGATION (CONSTRUCTION RELATED PROJECTS)

In the performance of construction related services under this solicitation, Contractor agrees to cooperate with NMSU's Tax Cost Segregation Consultant who will be responsible for coordination, oversight and analysis of the effective application of NMGRT 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 regulations governing the application of NMGRT to tangible personal property acquired by NMSU for various construction projects.

8. MEDIATION

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 the Construction Terms Section 15) or any other matter affecting this contractual relationship between NMSU and 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 will either be certified as a mediator or will have experience as a mediator. The Parties will 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 will use a striking process until a mediator is agreed upon. Each party will be responsible for half of all mediation costs.

9. NOTICES

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

Contractual Questions:
NMSU Attn: Central Purchasing Office
PO Box 30001 MSC 3890
Las Cruces, NM 88003

Technical Questions: Name: Address:
City, State Zip:

10. CONDUCT ON UNIVERSITY PROPERTY AND WORK SITE:

NMSU subscribes 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, Central Purchasing, and the Office of the University Architect. Contractor will 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 in this Agreement will be interpreted to prevent NMSU from modifying such policies at any time. In the event of any such modification(s) Contractor will be provided copies of the modified policy. Failure to provide such copy will not be deemed a breach of this Agreement.

11. REFERENCE STANDARDS:

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

11.2 Provisions of reference standard specifications will not be construed or effective to change the duties and responsibilities of NMSU, Contractor, or the Architect from those set forth in the Standard Terms or the Construction Terms.

12. WORKMANSHIP/COOPERATION

All work will 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 or trade and in accordance with sound professional or trade standards and ethical practice. Contractor will cooperate with NMSU and other contractors and coordinate their work involving other contractors through NMSU's authorized representative.

13. RECORD DOCUMENTS:

13.1 Nothing in the Standard Terms or the Construction Terms will be construed to limit the requirements for Record Documents.

13.2 Record Documents will provide very detailed information regarding the Work of this contract as well as the existing site conditions encountered.

13.3 When applicable, Contractor will provide, at no additional cost to NMSU, accurate Record Documents for each portion of the Work for which Contractor submits a bid.

14. LICENSE REQUIRED

Any Contractor or sub-contractor that will be performing any work on the Project will be licensed by the State of New Mexico and will continue to be so licensed for the term of the Agreement. Where applicable, Contractor and all sub-contractors will be registered and in good standing with New Mexico's Department of Workforce Solutions.

The rights and obligations provided for in this Agreement will become effective and binding upon the signature of both parties.

REGENTS OF
NEW MEXICO STATE UNIVERSITY

CONTRACTOR

Signature

Signature