

**Artesia Public Schools**  
**Plumbing Services Contract**  
**October 9, 2019 through June 30, 2020**

**General Scope of Work**

Service call time will be (1) hour from the time the first call originates. Services calls will be made by the Director of Maintenance, Mr. Scott Simer, at his discretion.

**Contractor's Responsibilities**

- A. The contractor shall use trained servicemen directly employed and supervised by him. Subcontractors will not be allowed.
- C. The contractor or his representative shall report to the owner representative (maintenance supervisor/principal) upon arrival the number of men working on the job site.
- D. The purchase of parts and/or equipment which will cost in excess of \$500.00 must be submitted to the Artesia Public Schools for approval prior to being purchased.
- E. The contractor shall render priority service to this owner to perform all emergency and ordinary services as a condition of this contract.
- F. The contractor shall advise the owner of work outside the scope of this agreement that needs to be done (defective or damaged pipes, lavatories, toilets, or other equipment.) This shall be done in writing. Advisement, assistance in problem solving, and identification of work outside the scope of the contract will be considered to be part of the scope of work of this contract.
- G. Work identified in writing as beyond the scope of work of this contract will be considered as an extra to the original contract if approved by the owner. All work outside the scope of this agreement must have prior approval of the owner before the work begins. If owner authorizes such work, a warranty for said work and equipment must be provided.
- H. The contractor shall not discriminate against any person or group of persons on the grounds of race, creed or color, or national origin in any manner. Applicable sections of the state and federal laws shall apply to all contracts agreed into in connection with this work.
- I. The contractor shall maintain a warehouse fully stocked with common replacement parts within 50 miles of Artesia.
- J. If for some unknown reason or reasons, water or sewer service must be shut down for an extended period, the owner shall be notified immediately of the delay and the measures being taken to put the water or sewer back into service.
- K. The contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of work as shown or specified.

L. The Artesia Schools maintains an asbestos management plan for their facilities. Asbestos containing materials have been identified by the Artesia Schools. The contractor should be familiar with the plan and notify the owner if disturbances of asbestos containing materials is necessary.

### **Emergency Service**

This agreement includes emergency service twenty-four hours per day, seven days per week, including holidays. Such service of this nature that may be required to keep the system in proper working operation shall be provided within one (1) hour from the time such call originates. Failure to provide such service within the time stipulated may result in termination of this contract.

The cost to perform emergency service outside the regular working hours of 7:00 AM – 5:00 PM, Monday through Friday, will be billed to the owner at the hourly rate indicated on the price proposal.

### **Insurance**

The contractor shall procure and maintain at the contractor's expense insurance of all kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the contract, whether performed by the contractor, the contractor's agents or employees or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors there from.

A. Public Liability and Automobile Liability Insurance.

1. General Liability: Bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability: \$1,000,000 each person; \$2,000,000 each occurrence (Annual Aggregate)

Property Damage Liability: \$2,000,000 each occurrence (annual aggregate)

B. The policy to provide this insurance is to be written on a comprehensive general liability form or commercial general liability form which must include the following:

1. Coverage for liability arising out of the operation of independent contractors.
2. Completed operation coverage.
3. Attachment of the broad form comprehensive general liability endorsement.

C. In the event that a form of work next to an existing building or structure is a required part of the contract, the contractor's insurance must include coverage for injury to or destruction of property arising out of:

1. The collapse of or structural injury to buildings or structure due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving shoring, underpinning, razing of demolition of buildings or structures or removal or rebuilding of structural supports thereof.

- D. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging or drilling, or to injury to or destruction of property at any time resulting therefrom.
1. Automobile liability insurance coverage for the contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned and hired cars. The limits of liability insurance shall be provided in the following amounts:
- Bodily Injury Liability:  
\$1,000,000 each person;  
\$2,000,000 each occurrence (annual aggregate).  
Property Damage Liability:  
\$2,000,000 each occurrence (annual aggregate).
- E. Worker's Compensation Insurance. The contractor shall also carry worker's compensation insurance or otherwise fully comply with the provision of the New Mexico workmen's compensation act and occupational disease disablement law. If the contractor is an "owner-operator" of such equipment, it is agreed that the Artesia School District assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said contract.
- F. Certificate of insurance/department as additional insured. The contractor being awarded the contract/price agreement shall furnish evidence of contractor's insurance coverage by a certificate of insurance. The certificate of insurance shall be submitted prior to award of the contract/price agreement.
1. The contractor shall have the Artesia Public Schools named as an additional insured on the comprehensive general liability form or commercial general liability form furnished by the contractor pursuant to paragraph (A) 1, of this subsection.
2. The certificate of insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.
3. The certificate of insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, canceled or allowed to lapse without giving the owner thirty (30) days written notice.
4. Also, a certificate of insurance shall be furnished to the owner on renewal of a policy or policies as necessary during the terms of the contract. The owner shall not issue a notice to proceed until such time as the above requirements have been met.
- G. Umbrella Coverage. The insurance limits cited in the above paragraphs are minimum limits. This specification is in no way intended to define what constitutes adequate insurance coverage for individual contractor. The owner will recognize following form excess coverage (umbrella) as meeting the requirements of subsection (A) 1.A. of section, should such insurance otherwise meet all requirements of such subsections.

- H. Other required insurance. The contractor shall procure and maintain, when required by the owner, form and types of Bailee Insurance such as, but not limited to builder's risk insurance, contractor's equipment insurance, Rigger's Liability Proper Insurance, etc. in an amount to protect the owner against claims, losses and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the contractor, including property of others being installed, erected or worked upon by the contractor, his agents or subcontractors.

### **Default**

The contractor will be considered to be in default of the contract if the contractor:

- A. Fails to begin the work under the contract within the time specified in the contract, or;
- B. Fails to perform the work with sufficient supervision, workmen, equipment or materials to assure the prompt completion of said work, or;
- C. Performs the work unsuitably or neglects or refuses to remove materials or to perform new such work as may be rejected as unacceptable and unsuitable, or;
- D. Discontinues the prosecution of the work, or;
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or;
- F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or;
- G. For any other cause, except as provided in the contract, fails to carry on the work in an acceptable manner.

Upon the default of the contractor, the owner may undertake to complete the work with its own forces or may procure a completing contractor to finish the work. All costs and charges thereby incurred by the owner, together with the cost of completing the work under the contract, will be deducted from funds which are due or may become due the defaulting contractor.

### **Payment for Services**

Contractor shall invoice the owner bi-monthly for services and parts. The Contractor will invoice the owner based on the prices submitted for services and parts as listed on the contractor's price proposal. Invoices for work not included in this contract, and approved by the owner, shall coincide with the performance of the work and will be submitted as a separate charge upon the completion of the service. Payment for services performed will be initiated upon final acceptance of inspection of work.

### **Final Conditions**

- A. Contractor shall indemnify and hold harmless the District, its officers and employees, against liability, claims, damages losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, contractor's and/or its employees own negligent acts or omissions while contractor, and/or its employees performs or fails to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification

clause is subject to the immunities, provisions, and limitations of the tort claims act (section 41-4-1 and section 56-7-1, NMSA 1978, ET SEQ.) and any amendments thereto. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury or injuries to person(s), damage(s) to property or properties and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

- B. The prices quoted on this contract represent the compensation to be paid by the Artesia Public Schools for goods and/or services provided. It is understood that the contractor providing said goods and/or services to the Artesia Public Schools is responsible for payment of all permits, licenses, fees and any other items necessary to complete the work provided. The prices listed on this contract **do not** include State Gross Receipts or local tax. Tax shall be added to invoice, on service only, at current rates as a separate item to be paid by users.
- C. At the sole discretion of the Artesia Public Schools, provided Successful Bidder has provided services satisfactorily to the Board of Education of the Artesia Public Schools, this contract may be continued for up to two successive one-year terms. The Artesia Public Schools will notify the Contractor of intent to renew for continued service by **May 1st** prior to commencement of the next contract year. Any increase in the "services" price during the renewal term shall be less than three (3%) percent. The "mark-up" price for parts may not be changed during any term.
- D. This agreement may be terminated by either party upon not less than thirty days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

Regular Hourly Rate for Certified Plumber \$ \_\_\_\_\_  
(Monday through Friday 7:00 AM - 5:00 PM)

Regular Hourly Rate for Plumber Helper \$ \_\_\_\_\_

Emergency Hourly Rate for Certified Plumber \$ \_\_\_\_\_  
(Weekends, Holidays, after 5:00 PM)

Holidays \$ \_\_\_\_\_

Emergency Hourly Rate for Plumber Helper \$ \_\_\_\_\_

Mark-up on Parts/Equipment less than \$500.00 \_\_\_\_\_

Mark-up on Parts/Equipment more than \$500.00 \_\_\_\_\_

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Business Name	Physical Address	Mailing Address (If Different)
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Business Phone Number	Agent's Mobile Number
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Business Fax	Agent's E-mail
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New Mexico Contractor's License Number

**Billing Address for APS:**

Artesia Public Schools  
301 Bulldog Boulevard  
Artesia, NM 88210

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Signature of Contractor's Agent

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Signature of APS Superintendent

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Date

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Date

**Distribution of Contract to:**

Artesia Public Schools (Copy of Original)  
Contractor (Original)