

PROJECT MANUAL

ARTHUR JOHNSON MEMORIAL LIBRARY RATON, NEW MEXICO

EXTERIOR PAINT



August 9, 2024

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NOTICE OF INVITATION TO BID

Sealed bids will be received from General Contractors by the City of Raton for a contract to paint portions of the exterior of the ARTHUR JOHNSON MEMORIAL LIBRARY located at 244 Cook Avenue in Raton, NM. Sealed bids will be received at the Office of the City Clerk located at the Raton Municipal Building, 224 Savage Avenue, P.O. Box 910, Raton New Mexico 87740 until September 5, 2024 at 2:00pm MDT. Bids will be opened and publicly read aloud immediately after the specified closing time. Bids received after this date and time will be returned unopened. Bids submitted by fax, email, text, or other electronic means will not be considered. The City of Raton reserves the right to waive technicalities, accept or reject any or all bids as deemed to be in the best interest of the City of Raton.

Specifications in digital format are available at no cost from the architect. Addenda will be issued to parties that received full printed or digital plan sets from the architect. Submit questions or requests for bid documents to the office of the architect, Alpha Design, P.O. Box 241, Raton, NM 87740, phone 575-445-4235, email alphadesign@bacavalley.com.

PROJECT SUMMARY

Paint parts of the exterior of the building.
Related work as described in this manual and shown on the plans.

CONTRACTOR QUALIFICATIONS

The awarded prime contractor will be a general contractor licensed by the State of New Mexico. Bidding contractors will submit a copy of their license in the sealed envelope with the bid form.

BASIS OF AWARD

The contract will be awarded to the qualified bidder submitting the lowest base bid plus alternate bid total, adjusted for the Contractor Preference described below. The Owner reserves the right to accept or reject any bid for any reason and to act in the best interest of the Owner.

ALTERNATE BID

The bid form requires the bidder to enter a Base Bid and an Alternate Bid. The Base Bid is the amount that the contractor offers to provide all of the work for in this project except for the work included in the Alternate Bid. Bidders are required to submit a bid for both the Base Bid and for the Alternate Bid. The owner has the option to award the Base Bid with or without the Alternate Bid. The owner will not award a contract for only the Alternate Bid.

Work in the Alternate Bid is the steel railing cutting, welding, and alteration. More specifically the Alternate Bid applies to the replacement of the rusted handrail posts by the front door, removing the damaged pipe railing from beside the driveway east of the library, and re-welding the broken welds at the bottom of some of the handrail posts by the back door.

Preparing and painting the existing handrails is included in the Base Bid.

SCHEDULE and LIQUIDATED DAMAGES

After award the owner will notify the contractor to proceed. The Construction Time will begin the date identified in the Notice To Proceed. Construction Time will be 60 calendar days. The contractor will promptly order needed materials. If the contractor finds that necessary materials are not available when needed then the contractor will notify the owner to coordinate an extension to the construction time for no longer than necessary and for no additional payment.

Time extensions will also be allowed for delays caused by poor weather conditions that would affect the quality of the work. The contractor will keep an accurate log of weather delays including dates and what work was affected by the weather. No additional payments will be made to the contractor resulting from weather related delays.

Liquidated damages of \$100 per calendar day will be deducted from the payments to the Contractor for each calendar day that work is not substantially complete after the allowed 60 days specified above. Time extensions will be allowed for scheduled events at the facility when the contractor is asked to stop work. No additional or bonus payments will be made for early completion.

RESIDENT CONTRACTOR PREFERENCE
NATIVE AMERICAN RESIDENT CONTRACTOR PREFERENCE
RESIDENT VETERAN CONTRACTOR PREFERENCE, and
NATIVE AMERICAN RESIDENT VETERAN CONTRACTOR PREFERENCE

The City of Raton shall consider and apply provisions of NMSA 13-4-2 regarding Certified NM Resident Contractor and NMSA 13-1-21/13-1-22 regarding certified Veterans Preference in this procurement.

Bidders must include a copy of their preference certificate with their bid. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.

See <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>. Preference percentages will be determined pursuant to the statutes as follows:

1. New Mexico Resident Contractor Preference
If the bidder has provided their Preference Certificate submitted with their bid then the Preference Points for a New Mexico Resident Contractor is 8%.
2. New Mexico Native American Contractor Preference
If the bidder has provided their Preference Certificate submitted with their bid then the Preference Points for a New Mexico Resident Contractor is 8%.
3. New Mexico Resident Veteran Business Preference
If the bidder has provided their Resident Veterans Preference Certificate submitted with their bid then the Preference Points for a New Mexico Resident Veteran Contractor is 10% if the bidder's gross revenue is less than \$3M (prior year revenue).

An Agency shall not award a business both a resident contractor preference and a resident veterans preference.

BID BOND, LABOR AND MATERIAL PAYMENT BONDS

If the bid is in excess of twenty-five thousand dollars (\$25,000) then a 5% bid security will be required to be submitted with all bids. All bid security in the form of checks, except those of the two lowest bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid Security of the unsuccessful of the two lowest Bidders, if in the form of a check will be returned within fifteen (15) days following the award of the contract.

If the contract award is in excess of twenty-five thousand dollars (\$25,000) the contractor will be required to deliver upon execution of the contract the required performance and payment bonds in an amount equal to 100% of the total bid amount. The retained bid security of the successful bidder, if in the form of a check or cash, will be returned after satisfactory execution of the contract. If the contractor fails to deliver the required performance and payment bonds for a contract in excess of twenty-five (\$25,000) then the contractor's bid shall be rejected and its bid security shall be enforced to the extent of actual damages. Bid securities in the form of bid bonds will be returned only upon the request of the unsuccessful bidder, but will be released by the Chief Procurement Officer after the notice of award is issued.

WAGE RATES and DEPT. OF WORKFORCE SOLUTIONS REGISTRATION

No State Wage Rate Decision has been issued for this project. None applies.

SITE INSPECTION

Bidders will inspect the project site and existing facility prior to submitting a bid and be familiar with the existing conditions. Failure of the bidder to fully inspect the project site will not be grounds for a change order whether or not the existing conditions are identified in the plans or this project manual.

CONTRACT

The contract is found at the end of this project manual.

INSURANCE

The Contractor will carry liability insurance, worker's compensation, and other insurance policies required by law. Coverage for each will be at least \$1 million aggregate. The awarded contractor will provide the County with a Certificate of Insurance issued by the insurance provider.

WARRANTY

The Contractor will provide a 1 year labor warranty.

PERMITS

No permit from NM Construction Industries Division is required for this project because the project involves only finishes and maintenance.

INVOICE AND PAYMENT

No down payments, deposits, or advanced payments will be made to the contractor. The Contractor can submit an invoice at approximately 30 day intervals for work completed and materials stored on site. Payments will be made within the following 30 calendar days.

USE OF SITE

The facility will remain in use and open to the public. There may be limitations to the dates and time of day that some of the work can be performed. Those schedules will be coordinated with the owner.

Power and water is available on site for construction use.

The toilet rooms on site are available for contractor use if kept clean of construction related debris.

Daily access will be coordinated with the owner. The owner will not be responsible for the contractor's items that are lost or stolen from the site.

WASTE

Contractor will keep debris from accumulating and will dispose of waste legally. Do not use public dumpsters to dispose of construction waste.

CLEAN-UP

Contractor will clean the project area at the completion of the project and correct any new damage caused by the work.

SUBMITTALS

Before purchasing materials the contractor is to submit material and product information to the architect for products where noted in this project manual and for any materials proposed for substitutions. Architect will review and comment.

Submittals will clearly indicate the product model or system proposed for use. Submit color charts when multiple colors are available for selection. Provide submittals on the following products:

Paint and Primer

Do not purchase products until the submittals have been submitted and the architect has reviewed and replied.

PAINT

Primer will be applied to all unpainted surfaces before applying paint.

Paint will be satin finish at stucco. Paint will be semi-gloss at doors, frames, and windows, and at metals such as railing and posts. Pavement markings will be semi-gloss.

Primer and paint products will be the best quality products offered by Benjamin Moore, Clark and Kensington, or Sherwin Williams. Prepare surfaces as recommended by manufacturer including priming surfaces if recommended. Patch isolated stucco damage in preparation for paint.

Submit manufacturer literature to the architect for review and approval prior to purchasing.





BID FORM

ARTHUR JOHNSON MEMORIAL LIBRARY
EXTERIOR PAINTING and related work
RATON, NEW MEXICO

TO: Raton City Manager
224 Savage Ave.
Raton, NM 87740

FROM: _____

_____ business name and mailing address of bidder

The undersigned, (herein called "Bidder") in compliance with the Instructions to Bidders, having examined the Drawings and Specifications and related Documents as prepared by Alpha Design and having examined the sites of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents of which this proposal is a part, except for gross receipts tax on the construction contract.

A. BASE BID AMOUNT

Bidder agrees to furnish all labor, materials, equipment and services required to construct and complete the Work as described and required by the herein above stated Documents, in accordance therewith for the sum of:

_____ DOLLARS
spelled

\$ _____
same amount in numbers

The Base Bid amount does not include the Alternate Bid amount.
The bid amount indicated does NOT includes NM gross receipts tax to be added to the contract.

B. ALTERNATE BID AMOUNT

Bidder agrees to furnish all labor, materials, equipment and services required to construct and complete the Work as described and required by the herein above stated Documents, in accordance therewith for the sum of:

_____ DOLLARS
spelled

\$ _____
same amount in numbers

See the Project Manual for a description of the work included in the Alternate Bid.
If the owner elects to award the Alternate Bid then the contract amount will be for the Base Bid plus the Alternate Bid.
The bid amount indicated does NOT includes NM gross receipts tax to be added to the contract.

C. ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following Addenda if any
:

ADDENDA NUMBER	ADDENDA DATE
_____	_____
_____	_____
_____	_____
_____	_____

D. SIGNATURE

Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any formalities in the bidding.

The bidder agrees that this Bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal Contract within ten (10) days and deliver the required Surety Bond or Bonds and Certificates of Insurance as required by the Contract Documents and post bid Submittals as required by the Instructions to Bidders.

The Bid Security attached, in the sum of at least five per cent of the bid amount, is to become the property of the Owner in the event the Contract, Bonds, and Insurance are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner.

DATE: _____

BY: _____
(Signature)

(Title)

(Business Address)

(Business Phone)

E. PROPOSED SUBCONTRACTOR LIST

New Mexico law requires that a list of all Subcontractors and Suppliers whose subcontract will be for a dollar amount total of \$5000 or more be supplied with the bid. It further requires that if costs or quotes are received for any portions(s) of the work for \$5000 or more per Subcontractor or Supplier, then the bid must include the name of the Subcontractor or Supplier to be used for those portion(s) of the work unless the work will be performed by the General Contractor. Include name, address, and phone number of Subcontracting companies to be used on this project.

If awarded the Contract the bidder proposes to use the following Subcontractor(s) and Supplier(s) when the total payment to each listed Subcontractor or Supplier is expected to exceed \$ 5,000. Write "none" if no subcontractors will perform any work.

Subcontractor, phone number, and license number	Description of Subcontracted Work

F. BID SUBMITTAL CHECK LIST

Submitted to the owner with the Bidder's sealed bid are:

- 1) This 3 page bid form.**
- 2) Campaign Contribution Disclosure Form (2 page form found in this project manual)**
- 3) Bid Bond (if bid is for over \$25,000)**
- 4) Copy of Bidder's New Mexico current active contractor's license**
- 5) Copy of NM Resident Contractor, NM Native American Contractor, or NM Resident Veteran Contractor's Preference Certificates (if any of the three are applicable) issued to the contractor by NM Taxation and Revenue Dept.**
- 6) Copy of the Bidder's current registration with Dept. of Workforce Solutions (if Base Bid plus Alternate Bid totals \$60,000 or more)**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

“Campaign Contribution” includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“**Pendency of the procurement process**” means the time commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Officials(s) if any:

Mayor – James Neil Segotta
Mayor Pro Tem – Linde’Schuster
Commissioner – Mark Honeyfield
Commissioner – Donald Giacomo
Commissioner – Lori Chatterley
Municipal Judge – Christine Piancino

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

OR

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

1. GENERAL

1.1 Date of Agreement:

1.2 Owner: *City of Raton NM*
224 Savage Avenue
Raton, NM 87740

1.3 Contractor:

1.4 Project: *Exterior Paint*
Arthur Johnson Memorial Library
244 Cook Avenue
Raton, NM 87740

1.5 Architect:
Alpha Design
P.O. Box 241
Raton, NM 87740

1.6 The Owner and the Contractor agree to the terms described in this Agreement.

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4. Dates of Commencement and of Substantial Completion

3. CONTRACT DOCUMENTS

3.1 All construction related work will be performed by the Contractor unless noted otherwise.

3.2 The construction work is described in the set of construction plans prepared by Alpha Design and its sub-consultants.

(description)

Plan set dated 8-9-24.

3.3 Additional specifications for the project are found in the project manual prepared by Alpha Design.

(description)

Project Manual dated 8-9-24.

3.4 Addenda, if any are listed:

Addenda number	Date	Number of pages
—	—	—

3.5 Written Change Orders issued after execution of this agreement.

4. DATES OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the work. The Contract Time will begin on the Date of Commencement.

4.2 The Date of Commencement will be the date that the Contractor will begin work on site:
(description)

Date of Commencement to be identified in a Notice To Proceed issued by the architect.

4.3 Substantial Completion is the date at which the work is ready to turn over to the Owner to use and occupy the work area with no significant restrictions. There may be only minor adjustments or finishing not yet completed at that time.

4.4 Substantial Completion will be achieved 60 days after the Date of Commencement.

Extensions as described in the project manual.

5. CONTRACT AMOUNT

5.1 The Contract Amount will include all items and services necessary for the proper execution and completion of the work in an professional manner.

5.2 Subject to additions and deductions in future Change Orders the Contract Amount is:

(amount and description of alternates or unit costs if any)

6. PAYMENTS

6.1 Based on the Contractor's Applications For Payment certified by the architect, the Owner will pay the Contractor for work performed and for materials stored on site. The Owner will not be responsible for materials stored.

6.2 The Contractor will submit Applications For Payment not more than monthly unless the Owner agrees otherwise. The Applications For Payment will clearly identify the different categories of work, scheduled values, work previously paid, current amounts due, and unpaid balances on the categories and the project so that it is easy for the progress of the project and payments to be monitored and consistent from on Application to the next. The Applications For Payment will be in a format acceptable to the Architect and Owner.

6.3 There will be no amount routinely retained from payments to the Contractor.

6.4 The Owner will pay the Contractor for any undisputed billing within 30 days following the Owner receiving the Contractor's Applications For Payment. There will be zero interest for late payments.

7. INSURANCE

7.1 The Contractor will maintain the following types and limits of insurance until completion of all construction.

7.2 Commercial General Liability insurance for the project, written on an occurrence form, with policy limits of not less than \$500,000 each occurrence, \$500,000 general aggregate, and \$1,000,000 aggregate for products-completed operations hazard.

7.3 Automobile Liability covering vehicles owned, and non-owned, vehicles used, by the Contractor, with policy limits of not less than \$500,000 per accident, for bodily injury, death of any person, and property damage arising out of the Ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

7.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under 7.2 and 7.3 and in no event will any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

7.5 Workers' Compensation at statutory limits or greater.

7.6 Employers' Liability with policy limits not less than \$500,000 each accident, \$500,000 each employee, and \$1,000,000 policy limit.

7.7 The Contractor will provide builder's risk insurance to cover the total value of the entire project on a replacement cost basis.

7.8 The Owner will be responsible for purchasing and maintaining the Owner's usual liability insurance. The Contractor is entitled to receive an increase in the Contract Amount equal to the insurance proceeds related to a loss for damage to the work covered by the Owner's property insurance.

7.9 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against 1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other, and 2) the Architect, Architect's sub-consultants, and any of their agents or employees for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the project, except such rights as they have to the proceeds of such insurance.

8. GENERAL PROVISIONS

8.1 The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written modification agreed by both the Owner and Contractor.

8.2 The Work means the construction and services required by the Contract Documents and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

8.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work by the Contractor. The Contract Documents are complementary, and what is required by one will be as binding as if required by all.

8.4 Written notice under this agreement may be given by one party to the other by email using the following email addresses:

Contractor's representative: _____

Architect and Owner's representative: alphadesign@bacavalley.com

9. OWNER

9.1 The Owner will pay for and obtain all necessary zoning related approvals and easements.

9.2 The Owner may direct the Contractor to stop the work until corrections in the work are made. The Owner will not be charged for increased costs incurred by the Contractor related to the temporary stop and re-start of the work.

9.3 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence then the Owner may correct such deficiencies. In such case the Owner may withhold payments to the Contractor to the extent reasonably necessary to reimburse the Owner for the cost of correction.

9.4 The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the contract with cooperation from the Contractor.

10. CONTRACTOR

10.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with the local conditions under which the work is to be performed, and correlated personal observations with requirements of the Contract Documents.

10.2 The Contractor will carefully study and compare the Contract Documents with each other and with information provided by the Owner. Before commencing activities the Contractor will 1) take field measurements and verify field conditions, 2) carefully compare this and other information known to the

Contractor with the Contract Documents, and 3) promptly report errors, inconsistencies, or omissions discovered to the architect.

10.3 The Contractor will supervise and direct the work using the Contractor's best skill and attention. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work.

10.4 The Contractor will obtain and pay for all Local and State building permits, and will coordinate and pay for inspections by building officials.

10.5 The Contractor will pay sales, consumer, use, and similar taxes that are required.

10.6 To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the Owner, Architect, and their sub-consultants and agents and employees against claims, damages, losses, and expenses, including but not limited to attorney fees, related to performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or commissions of the Contractor, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

11. LABOR AND MATERIALS

11.1 Unless otherwise indicated in the Contract Documents, the Contractor will provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

11.2 The Contractor will enforce strict discipline and good order among the Contractor's employees and other persons carrying out the work. The Contractor will not permit employment of unfit persons or persons not skilled in tasks assigned to them.

11.3 The Contractor warrants to the Owner that 1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, 2) the work will be free from defects not inherent in the quality required and permitted and 3) the work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents will be issued in the name of the Owner or will be transferable to the Owner, and will commence on the date of Substantial Completion.

12. CHANGES IN THE WORK

12.1 The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract, consisting of additions, deletions or other revisions. The Contract Sum and Contract Time will be adjusted accordingly in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum then the Owner will pay the Contractor its actual cost plus reasonable overhead and profit.

12.2 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated on the Contract Documents or from those that can reasonably be determined by the Contractor and subcontractors touring the site before the terms of the Contract are agreed to then the Contract Sum and the Contract Time will be subject to equitable adjustment.

13. TIME

13.1 If the Contractor is delayed at any time in progress of the work by changes ordered in the work, fire, unavoidable casualties, or other causes beyond the Contractor's control, then the Contract Time will be subject to equitable adjustment.

13.2 Costs caused by delays or by improperly time activities or defective construction will be borne by the responsible party.

14. FINAL COMPLETION

14.1 At the completion of the work and before final payment the Contractor will clean the work area to the satisfaction of the Owner.

14.2 The Contractor will submit to the Owner or Architect evidence of inspections and final acceptance by building officials having jurisdiction.

14.3 After the Owner is satisfied with the work the Contractor will submit a final Application For Payment.

14.4 The Contractor will submit to the Owner or Architect written waiver of liens from the Contractor, subcontractors, and suppliers.

14.5 Acceptance of final payment by the Contractor, subcontractor, or supplier will constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

15. PROTECTION OF PERSONS AND PROPERTY

15.1 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with the performance of the contract. The Contractor will take reasonable precautions to prevent damage, injury, or loss to employees on the work and other persons who may be affected, the work and materials and equipment to be incorporated, and other property at the site or adjacent to the site. The Contractor will promptly remedy damage and loss to property caused in whole or in part by the Contractor or by anyone who's acts the Contractor might be liable.

16. CORRECTION OF WORK

16.1 The Contractor will promptly correct work rejected by the Owner as failing to conform with the requirements of the Contract Documents. The Contractor will pay for the cost of correcting the rejected work including the costs of uncovering, replacement, and additional testing.

16.2 In addition to the Contractor's other obligations including warranties under the contract, the Contractor will for a period of one year after the date of Substantial Completion correct work not conforming to the requirements of the Contract Documents.

17. ASSIGNING THE CONTRACT TO OTHERS

17.1 Neither party to the contract will assign the contract as a whole without written consent of the other.

18. LEGAL JURISDICTION

18.1 The contract will be governed by the law of the place where the project is located.

19. CONTRACT TERMINATION

19.1 If the work is stopped by the Owner at no fault of the Contractor, subcontractors, or Contractor's suppliers, for a period of 14 calendar days then the Contractor may upon seven additional calendar days written notice to the Owner and Architect, terminate the contract and recover from the Owner payment for work executed including reasonable overhead and profit.

19.2 The Owner may terminate the contract if the Contractor 1) repeatedly refuses or fails to supply enough properly skilled workers or proper materials, 2) fails to make payment to subcontractors for materials or labor, 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority, or 4) is otherwise guilty of substantial breach of a provision of the Contract Documents.

19.3 When any of the reasons in 19.2 exist the Owner may without prejudice to any other rights or remedies of the Owner, and after giving the Contractor and the Contractor's surety, if any, seven calendar days written notice, terminate the employment of the Contractor and may take possession of the site and all materials on the site owned by the Contractor, and may finish the work by whatever reasonable method the Owner may deem expedient.

19.3 When the Owner terminates the contract for one of the reasons listed in 19.2 the Contractor will not be entitled to receive further payment until the work is finished.

19.4 If the unpaid balance of the contract sum exceeds the cost of finishing the work, then the excess will be paid to the Contractor. If the costs exceed the unpaid balance then the Contractor will pay the difference to the Owner. This obligation for payment will survive the termination of the contract.

19.5 The Owner may at any time terminate the contract for the Owner's convenience without cause. The Contractor will be entitled to receive payment for work executed and costs incurred along with reasonable overhead and profit on the work not executed.

20. AGREED

Authorized Owner's Signature

(printed name and title)

Authorized Contractor's Signature

Rick Mestas, Raton City Manager

(printed name and title)