



**STATE OF NEW MEXICO  
PUBLIC SCHOOL FACILITIES AUTHORITY**

1312 Basehart SE # 200, Albuquerque, NM 87106 • (505) 843-6272 • <https://www.nmpsfa.org/>

**Agreement No.**

THIS Agreement (“Agreement”) is made by and between the \_\_\_\_\_ hereinafter referred to as the “Owner” and the State of New Mexico Public School Facilities Authority, hereinafter referred to as the “Co-Owner” and \_\_\_\_\_ hereinafter referred to as the “Contractor” and collectively referred to as the “Parties.”

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq., Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and Owner has selected Contractor as the Offeror most advantageous to the Owner; and

WHEREAS, all terms and conditions of the **RFP** \_\_\_\_\_ and Contractor’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

**1. Scope of Work**

1.1. The Contractor shall perform the work as described in Exhibit No. 1, the terms and provisions of which are incorporated herein by reference.

**2. Compensation**

2.1. The Contractor shall be compensated in full payment for services satisfactorily performed based upon deliverables, such compensation not to exceed \$\_\_\_\_\_, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$\_\_\_\_\_ shall be paid by the Owner and Co-Owner to the Contractor as follows.

Owner participation	( % ) at: \$
Co-Owner participation	( % ) at: \$
Total	\$

2.1.1. The total amount payable to the Contractor under this Agreement, including gross receipts tax, at the rate of \_\_\_\_\_% shall not exceed \$\_\_\_\_\_. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Owner and Co-Owner when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation

amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

- 2.2. Payment shall be made upon acceptance of each deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance. All Payment Invoices **MUST BE** received by OWNER no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID**.
- 2.3. The Contractor shall be reimbursed by OWNER for applicable New Mexico gross receipts taxes excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification Number. Contractor and all subcontractors shall pay all Federal, state and local taxes Applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold OWNER AND CO-OWNER harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

### **3. Term**

- 3.1. Services of the Contractor shall commence on the date of the final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within \_\_\_\_\_ (\_\_\_) days of the date of execution of this Agreement. OWNER AND CO-OWNER reserve the right to renew the Agreement through a written amendment signed by all required signatories, but in any case the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

### **4. Termination**

- 4.1. Grounds. OWNER AND CO-OWNER may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon OWNER AND CO-OWNER's uncured, material breach of this Agreement.
- 4.2. Notice. OWNER AND CO-OWNER Opportunity to Cure.
  - 4.2.1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, OWNER AND CO-OWNER shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
  - 4.2.2. Contractor shall give OWNER AND CO-OWNER written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all OWNER AND CO-OWNER's material breaches of this Agreement upon which the termination is based and (ii) state what OWNER AND CO-OWNER must do to cure

such material breaches. Contractor's notice of termination shall only be effective (i) if OWNER AND CO-OWNER does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, OWNER AND CO-OWNER does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

- 4.2.3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by OWNER AND CO-OWNER; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.
- 4.3. Liability. Except as otherwise expressly allowed or provided under this Agreement, OWNER AND CO-OWNER's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OWNER AND CO-OWNER'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

## **5. Appropriations**

- 5.1. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by OWNER AND CO-OWNER to the Contractor. OWNER AND CO-OWNER's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If OWNER AND CO-OWNER propose an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **6. Status of Contractor**

- 6.1. The Contractor and its agents and employees are independent contractors performing professional or general services for OWNER AND CO-OWNER and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

## **7. Product of Service – Copyright**

- 7.1. All materials developed or acquired by the Consultant under this Agreement shall become

the property of the State of New Mexico and shall be delivered to OWNER AND CO-OWNER no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Consultant under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Consultant.

## **8. Conflict of Interest; Governmental Conduct Act**

- 8.1. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- 8.2. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
  - 8.2.1. in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any OWNER AND CO-OWNER employee while such employee was or is employed by OWNER AND CO-OWNER and participating directly or indirectly in OWNER AND CO-OWNER's contracting process;
  - 8.2.2. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
  - 8.2.3. in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in OWNER AND CO-OWNER's making this Agreement;
  - 8.2.4. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

- 8.2.5. in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 8.2.6. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of OWNER AND CO-OWNER.
- 8.3. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which OWNER AND CO-OWNER relied when this Agreement was entered into by the Parties. Contractor shall provide immediate written notice to OWNER AND CO-OWNER if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to OWNER AND CO-OWNER and notwithstanding anything in the Agreement to the contrary, OWNER AND CO-OWNER may immediately terminate the Agreement.
- 8.4. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

## **9. Confidentiality**

- 9.1. Any Confidential Information provided to the Contractor by the OWNER AND CO-OWNER or, developed by the Contractor based on information provided by the OWNER AND CO-OWNER in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the OWNER AND CO-OWNER. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the OWNER AND CO-OWNER within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the OWNER AND CO-OWNER will result in direct, special and incidental damages.

## **10. Amendment**

- 10.1. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto and all other required signatories.
- 10.2. If OWNER AND CO-OWNER propose an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

## **11. Merger**

- 11.1. This Agreement incorporates all the Agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**12. Penalties for Violation of Law**

12.1. The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

**13. Equal Opportunity Compliance**

13.1. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**14. Workers Compensation**

14.1. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by OWNER AND CO-OWNER.

**15. Applicable Law**

15.1. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**16. Records and Financial Audit**

16.1. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by OWNER AND CO-OWNER, the Department of Finance and Administration and the State Auditor. OWNER AND CO-OWNER shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of OWNER AND CO-OWNER to recover excessive or illegal payments

**17. Indemnification**

17.1. The Contractor shall defend, indemnify and hold harmless OWNER AND CO-OWNER and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of OWNER AND CO-OWNER and the Risk Management Division of the New Mexico General Services Department by certified mail.

**18. Invalid Term or Condition**

18.1. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**19. Enforcement of Agreement**

19.1. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**20. Non-Collusion**

20.1. In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the OWNER AND CO-OWNER.

**21. Notices**

21.1. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

**To: OWNER**  
Los Lunas Public School District

**To: CO-OWNER**  
New Mexico Public School Facilities Authority  
1312 Basehart Rd. SW  
Albuquerque, NM 87102

**To: Contractor**

## **22. Default/Breach**

- 22.1. In case of Default and/or Breach by the Contractor, for any reason whatsoever, OWNER AND CO-OWNER and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and OWNER AND CO-OWNER and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

## **23. Insurance**

- 23.1. Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the OWNER AND CO-OWNER as an additional insured.
- 23.2. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer's liability: \$100,000.
- 23.3. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
- 23.3.1. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- 23.3.2. Property damage or combined single limit coverage: \$1,000,000.
- 23.3.3. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- 23.3.4. Umbrella: \$1,000,000.
- 23.4. Contractor shall maintain the above insurance for the term of this Agreement and name the OWNER AND CO-OWNER as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

## **24. Equitable Remedies**

- 24.1. Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the OWNER AND CO-OWNER irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the OWNER AND CO-OWNER, and the Contractor consents to the OWNER AND CO-OWNER's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. OWNER AND CO-OWNER's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that OWNER AND CO-OWNER may have under applicable law, including, but not limited to, monetary damages.

## **25. Assignment**

- 25.1. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of



the OWNER AND CO-OWNER.

**26. Subcontracting**

26.1. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the OWNER AND CO-OWNER. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the OWNER AND CO-OWNER.

**27. Commercial Warranty**

27.1. The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**28. Release**

28.1. Final payment of the amounts due under this Agreement shall operate as a release of the OWNER AND CO-OWNER, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**29. Contractor Personnel**

29.1. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the OWNER AND CO-OWNER. Key personnel are those individuals considered by the OWNER AND CO-OWNER to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Name:

Name:

29.2. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the OWNER AND CO-OWNER. For all personnel, the OWNER AND CO-OWNER reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to OWNER AND CO-OWNER approval. The OWNER AND CO-OWNER, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The OWNER AND CO-OWNER reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the OWNER AND CO-OWNER, meeting the OWNER AND CO-OWNER's expectations.

**30. Inspection of Services**

- 30.1. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- 30.2. The Contractor shall provide and maintain an inspection system acceptable to the OWNER AND CO-OWNER or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the OWNER AND CO-OWNER Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- 30.3. The OWNER AND CO-OWNER or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The OWNER AND CO-OWNER Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- 30.4. If the OWNER AND CO-OWNER Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- 30.5. If any part of the services do not conform with the requirements of this Agreement, the OWNER AND CO-OWNER Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the OWNER AND CO-OWNER Agent or other party to this Agreement may:
  - 30.5.1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
  - 30.5.2. reduce the Agreement price to reflect the reduced value of the services performed.
- 30.6. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the OWNER AND CO-OWNER Agent or other party to this Agreement may:
  - 30.6.1. by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
  - 30.6.2. terminate the Agreement for default.
- 30.7. THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE EITHER THE OWNER OR CO-OWNERS'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

**31. Authority**

31.1. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year last executed by either party hereto as indicated below.

**CONTRACTOR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[ Name, Title]

CONTRACTOR NM TAX ID Number:

**OWNER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Name, Title]

**CO-OWNER**  
New Mexico Public School Facilities Authority

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Name, Title]

**Exhibit 1 – Scope of Work**