

# NEW MEXICO JUNIOR COLLEGE

## BOARD MEETING

Wednesday, June 23, 2004

**Zia Room - Library**

3:00 p.m.

## AGENDA

- |  |                |
|--|----------------|
| A. Welcome   | Larry Hanna    |
| B. Adoption of Agenda  | Larry Hanna    |
| C. New Business  |                |
| 1. Consideration of Bid for Western Heritage Museum & Student Center | Steve McCleery |
| 2. Consideration of Construction Contract                            | Steve McCleery |
| D. Public Comments   | Larry Hanna    |
| E. Announcement of Next Meeting                                      | Larry Hanna    |
| F. Adjournment   | Larry Hanna    |



**Dekker/Perich/Sabatini**

architecture  
interiors  
planning  
engineering

June 23, 2004

Dr. Steve McCleery  
President, New Mexico Junior College  
5317 Lovington Highway  
Hobbs, New Mexico 88240

**Re: Bids for Construction: Western Heritage Center and the Ben Alexander Student Learning Center**

Dr. McCleery,

Sealed Bids for the above referenced projects were received until 2:00 pm on June 22, 2004 and publicly read aloud. Two Bids were received as follows:

1. Lasco Construction, Inc. from Hobbs submitted a sealed Bid for Bid Lot 'A' only – the Western Heritage Center in the amount of \$4,847,865 for the Base Bid and \$209,579 for Additive Alternate number seven.
2. HB Construction of Albuquerque, Inc. submitted a sealed Bid for Bid Lot 'C' – both the Western Heritage Center and Ben Alexander Student Learning Center in the amount of \$9,857,000 for the Base Bid. The Base Bid further breaks down as \$4,000,000 for the Western Heritage Center and \$5,857,000 for the Ben Alexander Student Learning Center. Additive Alternates were Bid as follows:
  - a. \$75,000 for Additive Alternate number one
  - b. \$221,000 for Additive Alternate number two
  - c. \$86,000 for Additive Alternate number four
  - d. \$175,000 for Additive Alternate number six
  - e. \$167,000 for Additive Alternate number seven

Grand total with Base Bid plus the Bid Alternates shown above is \$10,581,000 exclusive of New Mexico Gross Receipts Tax.

As you can see, HB Construction is the apparent low Bidder for both the Western Heritage Center Base Bid and the Additive Alternate number seven. HB Construction is also the only Bidder for the Ben Alexander Student Learning Center. We have reviewed HB Construction's Bid and found no irregularities, therefore making it a responsive Bid.

It is Dekker/Perich/Sabatini's Recommendation to award the Contract for Construction to HB Construction of Albuquerque, Inc. for the total Bid Lot 'C' which includes the Western Heritage Center, Ben Alexander Student Learning Center and all Additive Alternates described above totaling \$10,581,000, exclusive of New Mexico Gross Receipts Tax.

Sincerely,

Dekker/Perich/Sabatini

Matthew R. McKim, AIA  
Project Architect

  
6801 Jefferson NE  
Suite 100  
Albuquerque NM  
87109  
505 761.9700  
fax 761.4222  
dps@dpsabq.com

# DRAFT AIA® Document A312™ - 1984

## Performance Bond

**CONTRACTOR** (Name and Address):

**SURETY** (Name and Principal Place of Business):

**OWNER** (Name and Address):

### CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

### BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:  None  See Last Page

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

### SURETY

Company: (Corporate Seal)

Signature: \_\_\_\_\_

Name and

Title:

(Any additional signatures appear on the last page)

Signature: \_\_\_\_\_

Name and

Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE**

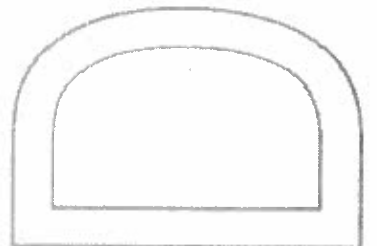
(Architect, Engineer or other party):



**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.



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**§ 1** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

**§ 3** If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

**§ 3.1** The Owner has notified the Contractor and the Surety at its address described in Section 1D below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

**§ 3.2** The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

**§ 3.3** The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

**§ 4** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 4.1** Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

**§ 4.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

**§ 4.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

**§ 4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

**§ 5** If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 6** After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

**§ 6.1** The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

**§ 6.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

**§ 6.3** Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 7** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

**§ 8** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 9** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 10** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

**§ 11** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 12 DEFINITIONS**

**§ 12.1** Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 12.2** Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**§ 12.3** Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

**§ 12.4** Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**



*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Signature:  
Name and Title:  
Address:

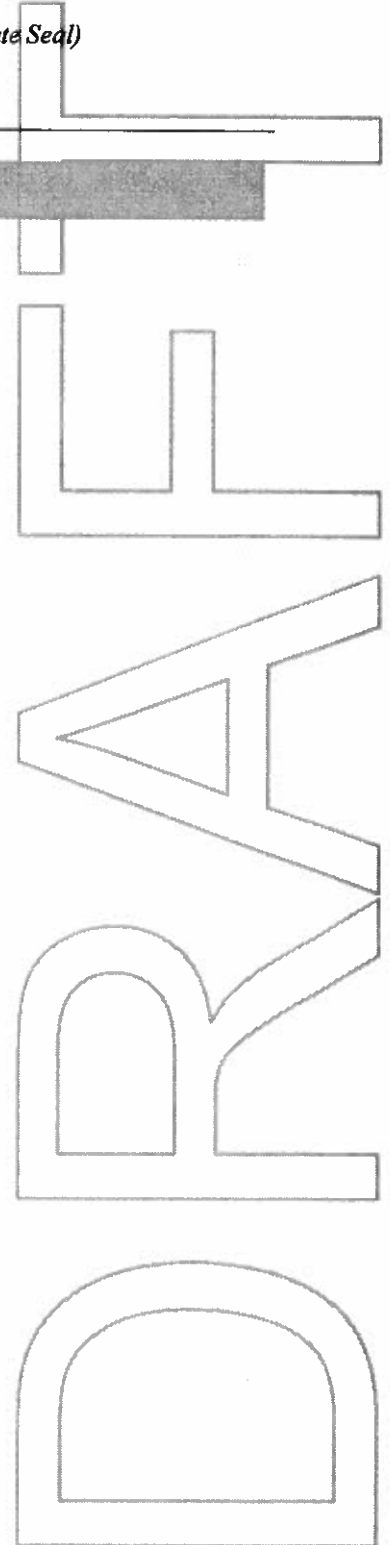
\_\_\_\_\_  
[Redacted]

**SURETY**

Company: (Corporate Seal)

Signature:  
Name and Title:  
Address:

\_\_\_\_\_  
[Redacted]



**Payment Bond**

**CONTRACTOR** *(Name and Address):*

[Redacted]

**SURETY** *(Name and Principal Place of Business):*

[Redacted]

**OWNER** *(Name and Address):*

[Redacted]

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description *(Name and Location):*

[Redacted]

**BOND**

Date *(Not earlier than Construction Contract Date):*

Amount:

Modifications to this Bond:  None  See Last Page

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: [Redacted]

*(Any additional signatures appear on the last page)*

Signature: \_\_\_\_\_

Name and Title: [Redacted]

*(FOR INFORMATION ONLY - Name, Address and Telephone)*

**AGENT or BROKER:**

[Redacted]

**OWNER'S REPRESENTATIVE** *(Architect, Engineer or other party):*

[Redacted]

**§ 1** The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** With respect to the Owner, this obligation shall be null and void if the Contractor:

**§ 2.1** Promptly makes payment, directly or indirectly, for all sums due Claimants, and

**§ 2.2** Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

**§ 3** With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

**§ 4** The Surety shall have no obligation to Claimants under this Bond until:

**§ 4.1** Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

**§ 4.2** Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

**§ 5** If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

**§ 6** When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 6.1** Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

**§ 6.2** Pay or arrange for payment of any undisputed amounts.

**§ 7** The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 8** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 9** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.



§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 15 DEFINITIONS

§ 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page:)*

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

# DRAFT AIA® Document A101™ - 1997

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the [ ] day of [ ] in the year of [ ]  
(In words, indicate day, month and year)

BETWEEN the Owner:  
(Name, address and other information)

[Redacted area for Owner information]

and the Contractor:  
(Name, address and other information)

[Redacted area for Contractor information]

The Project is:  
(Name and location)

[Redacted area for Project information]

The Architect is:  
(Name, address and other information)

[Redacted area for Architect information]

The Owner and Contractor agree as follows.

[Redacted area]

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

[Redacted line]

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

[Redacted line]

**§ 3.2** The Contract Time shall be measured from the date of commencement.

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than \_\_\_\_\_ days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

[Redacted line]

**Portion of Work**

**Substantial Completion Date**

[Redacted line]

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

[Redacted line]

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be [ ] (\$ [ ]), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

[Redacted line]

**§ 4.3** Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
-------------	-------	-----------------

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the  day of a month, the Owner shall make payment to the Contractor not later than the  day of the  month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than  (  ) days after the Architect receives the Application for Payment.

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of  (  ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of  (  );
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

*(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**ARTICLE 6 TERMINATION OR SUSPENSION**

**§ 6.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

**§ 6.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

**§ 7.1** Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**§ 7.3** The Owner's representative is:  
*(Name, address and other information)*

[REDACTED]

**§ 7.4** The Contractor's representative is:  
*(Name, address and other information)*

[REDACTED]

**§ 7.5** Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

**§ 7.6** Other provisions:

[REDACTED]

**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 8.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**§ 8.1.1** The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

**§ 8.1.2** The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

**§ 8.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated [REDACTED], and are as follows

Document	Title	Pages
[REDACTED]	[REDACTED]	[REDACTED]

**§ 8.1.4** The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

[REDACTED]

**§ 8.1.5** The Drawings are as follows, and are dated [REDACTED] unless a different date is shown below:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

[REDACTED]

**§ 8.1.6** The Addenda, if any, are as follows:

Number	Date	Pages
[REDACTED]	[REDACTED]	[REDACTED]

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

**§ 8.1.7** Other documents, if any, forming part of the Contract Documents are as follows:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

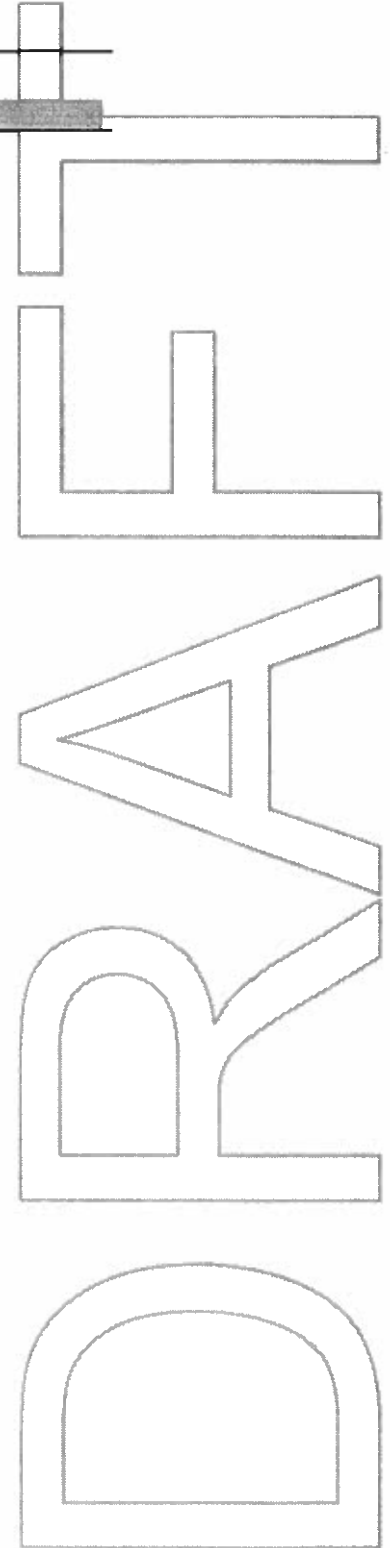
This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*











THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Lasco Construction, Inc. PO Box 877 Hobbs, NM 88240

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183-6014

a corporation duly organized under the laws of the State of Connecticut

as Surety, hereinafter called the Surety, are held and firmly bound unto New Mexico Junior College 5317 Lovington Hwy Hobbs, NM 88240

as Obligee, hereinafter called the Obligee, in the sum of five percent (5%) of amount bid

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Western Heritage Center Project No.: 99121

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of June, 2004.

Juli Earhart (Witness)

Lasco Construction, Inc. (Principal) (Seal) Johnnie E. Ragsdal (Title) Vice-President

Cynthia Martinez (Witness)

Travelers Casualty and Surety Company of America (Surety) (Seal) Shirley A. Talley (Title) Attorney-In-Fact

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 11th day of February, 2003.

STATE OF CONNECTICUT

}SS. Hartford

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
TRAVELERS CASUALTY AND SURETY COMPANY  
FARMINGTON CASUALTY COMPANY

COUNTY OF HARTFORD



By *George W. Thompson*  
George W. Thompson  
Senior Vice President

On this 11th day of February, 2003 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



*Marie C Tetreault*  
My commission expires June 30, 2006 Notary Public  
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Vice President, Bond of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this *18th* day of *June*, 20*04*



By *Richard C. Schultz*  
Richard C. Schultz  
Vice President, Bond

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
TRAVELERS CASUALTY AND SURETY COMPANY  
FARMINGTON CASUALTY COMPANY  
Hartford, Connecticut 06183-9062

**POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT**

**KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Susan D. Martin, Thomas M. Padilla, Morris J. Chavez, Shirley Talley, of Albuquerque, New Mexico, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.**

**This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:**

**VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.**

**VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.**

**VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.**

**This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:**

**VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.**



Lasco Construction, Inc.  
Bid: New Mexico Junior College  
Project: Western Heritage Center

## **IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of Travelers' statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

**2004 Building Program  
Western Heritage Center and Ben Alexander Student Learning Center  
New Mexico Junior College, Hobbs, New Mexico**

**SECTION 00430 - LIST OF SUBCONTRACTORS RESIDENT BIDDER PREFERENCE  
For  
WESTERN HERITAGE CENTER  
Bid Lot 'A'**

FOR COMPLIANCE WITH SUBCONTRACTORS FAIR PRACTICES ACT (SECTION 00431)

It is the Bidder's sole responsibility to execute this listing in compliance with the New Mexico Subcontractor's Fair Practices Act. The following listing must include the NAME, LOCATION OF PLACE OF BUSINESS, PHONE NUMBER, CONTRACTOR'S LICENSE NUMBER, and CATEGORY OF WORK that will be done by each subcontractor on the list. List only one subcontractor for each category of work. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL MAKE THE BID NON-RESPONSIVE and the bid will be rejected. This page shall be attached to the Bid Proposal.

The Bidder must list all Subcontractors to be used for work, when the subcontract amount exceeds the threshold amount of 22,500.

(Use additional sheets if necessary).

NAME OF SUBCONTRACTOR AND LOCATION OF PLACE OF BUSINESS	CATEGORY OF WORK OF SUBCONTRACTOR
(Name) RAMIREZ & SONS (Location & Phone No.) Hobbs NM 505-492-0480 (License No.) 50858	(Category) SITE WORK
(Name) Hamilton Acoustical Co. (Location & Phone No.) Lubbock TX 806-763-3830 (License No.) 9645	(Category) Ceiling
(Name) Murrell ELE (Location & Phone No.) Carlsbad NM 505-234-9905 (License No.) 58613	(Category) ELECTRICAL
(Name) ConDeck (Location & Phone No.) Albuquerque NM 505-837-1112 (License No.) 25633	(Category) INSULATING Concrete
(Name) R&L Straight Line Tile (Location & Phone No.) Rosillos NM 505-869-6884 (License No.) 58943	(Category) FLOORING, TILE

NAME OF SUBCONTRACTOR AND  
LOCATION OF PLACE OF BUSINESS

CATEGORY OF WORK  
OF SUBCONTRACTOR

(Name) Georges Carpet & Tile

(Category) Floor, Carpet, VET, couches &

(Location & Phone No.) Roswell, NM 505-624-0901

(License No.) 54242

(Name) American Terrazzo Co

(Category) Epoxy Terrazzo Floor

(Location & Phone No.) Garland, TX

972-272-8084

(License No.) 84834

(Name) Essential Fire Protection  
Systems, Inc.

(Category) Fire System

(Location & Phone No.) El Paso, TX

915-592-5088

(License No.) 0408

(Name) G & G Roofing

(Category) Roofing

(Location & Phone No.) Hobbs NM

505-393-2205

(License No.) 30610

(Name) Southwest Glass & Glazing

(Category) Glass

(Location & Phone No.) Albuquerque, NM

505-345-5565

(License No.) 10764

(Name) Rhoads Company

(Category) Mechanical

(Location & Phone No.) Roswell NM

505-622-4977

(License No.) 7729

(Name) Accent Landscaping

(Category) LANDSCAPING

(Location & Phone No.) Albuquerque NM

505-881-4880

(License No.)

(Name)

(Category)

(Location & Phone No.)

(License No.)



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **HB Construction of Alb, Inc.**  
as Principal, hereinafter call the Principal, and **United Fire & Casualty Company**  
a corporation duly organized under the laws of the State of **Iowa**  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
**New Mexico Junior College**  
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**-----

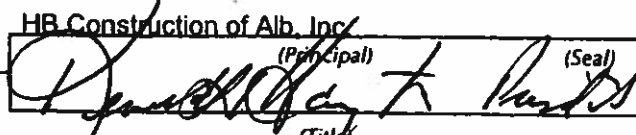
----- Dollars (\$5%-----),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

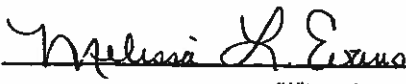
WHEREAS, the Principal has submitted a bid for **Western Heritage Center and Ben Alexander Student Learning Center**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **22nd** day of **June, 2004**

  
(Witness)

**HB Construction of Alb, Inc.**  
(Principal) (Seal)  
  
(Title)

  
(Witness)

**United Fire & Casualty Company**  
(Surety) (Seal)  
  
**Mark E. Keairnes,** (Title) Attorney-in-Fact and  
New Mexico Non-Resident Agent #663385

UNITED FIRE & CASUALTY COMPANY  
HOME OFFICE - CEDAR RAPIDS, IOWA  
CERTIFIED COPY OF POWER OF ATTORNEY  
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint F MELVYN HRUBETZ, OR GREG T. LA MAIR, OR JOYCE O. HERBERT, OR NANCY D. SCHWARZ, OR MARK E. KEAIRNES, OR MELISSA L. EVANS, OR PATRICK K. DUFF, ALL INDIVIDUALLY of WEST DES MOINES IA

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of September, 2003



UNITED FIRE & CASUALTY COMPANY

By *Randy A. Ramlo* Vice President

State of Iowa, County of Linn, ss:

On 2nd day of September, 2003, before me personally came Randy A. Ramlo to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



*Michelle Green*  
Notary Public  
My commission expires: 07/14/2006

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 22nd day of June 20 04.



*Paul A. Hoff* Secretary

2004 Building Program  
Western Heritage Center and Ben Alexander Student Learning Center  
New Mexico Junior College, Hobbs, New Mexico

SECTION 00410 - BID FORM

BY (BIDDER) HB Construction of Alb, Inc.

(ADDRESS) 3400 Vista Alameda NE, Albuquerque, NM 87113

To New Mexico Junior College (hereinafter called "OWNER")

1. The undersigned (hereinafter called "Bidder") in compliance with your invitation for bids for the construction of the Western Heritage Center and Ben Alexander Student Learning Center, New Mexico Junior College, Hobbs, New Mexico having carefully examined the contract documents and the site of the proposed work, and being familiar with all 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, within the time set forth herein, and at the lump sum 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. All amounts shall be shown in both words and figures. In case of discrepancies, the amount shown in words will govern.

2. The undersigned is bidding on (please indicate with a checkmark):

- Bid Lot 'A'  
 Bid Lot 'B'  
 Bid Lot 'C'

A. **Base Bid: Bid Lot 'A' – Only Western Heritage Center:** Bidder agrees to perform the Work described as the Base Bid in the specifications and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

a. **Additive Alternate Number Seven:** Bidder agrees to perform the Work described as Alternate Number Seven (7) in Section 01230 and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

B. **Base Bid: Bid Lot 'B' – Only Ben Alexander Student Center:** Bidder agrees to perform the Work described as the Base Bid in the specifications and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

a. **Additive Alternate Number One:** Bidder agrees to perform the Work described as Alternate Number One (1) in Section 01230 and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

b. **Additive Alternate Number Two:** Bidder agrees to perform the Work described as Alternate Number Two (2) in Section 01230 and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

c. **Additive Alternate Number Three:** Not Used.

d. Additive Alternate Number Four: Bidder agrees to perform the Work described as Alternate Number Four (4) in Section 01230 and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

e. Additive Alternate Number Five: Not Used.

f. Additive Alternate Number Six: Bidder agrees to perform the Work described as Alternate Number Six (6) in Section 01230 and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

C. Base Bid: Bid Lot 'C' - 2004 Building Program - Both Western Heritage Center and Ben Alexander Student Learning Center: Bidder agrees to perform the Work described as the Base Bid in the specifications and shown on the plans for the lump sum price of:

Nine Million Eight Hundred Fifty Seven Thousand (Dollars)(\$) 9,857,000  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

Show the cost for each building that's part of Bid Lot 'C':

1. Base Bid for Western Heritage Center:

Four Million (Dollars)(\$) 4,000,000

2. Base Bid for Ben Alexander Student Learning Center:

Five Million Eight Hundred Fifty Seven Thousand (Dollars)(\$) 5,857,000

a. Additive Alternate Number One: Bidder agrees to perform the Work described as Alternate Number One (1) in Section 01230 and shown on the plans for the lump sum price of:

Seventy Five Thousand (Dollars)(\$) 75,000  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

b. Additive Alternate Number Two: Bidder agrees to perform the Work described as Alternate Number Two (2) in Section 01230 and shown on the plans for the lump sum price of:

Two Hundred Twenty One Thousand (Dollars)(\$) 221,000  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

c. Additive Alternate Number Three: Not Used.

d. Additive Alternate Number Four: Bidder agrees to perform the Work described as Alternate Number Four (4) in Section 01230 and shown on the plans for the lump sum price of:

Eighty Six Thousand (Dollars)(\$) 86,000  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

e. Additive Alternate Number Five: Not Used.

f. Additive Alternate Number Six: Bidder agrees to perform the Work described as Alternate Number Six (6) in Section 01230 and shown on the plans for the lump sum price of:

One Hundred Seventy Five Thousand (Dollars)(\$) 175,000  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

g. Additive Alternate Number Seven: Bidder agrees to perform the Work described as Alternate Number Seven (7) in Section 01230 and shown on the plans for the lump sum price of:

One Hundred Sixty Seven Thousand (Dollars)(\$) 167,000  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

**Addenda:** The undersigned hereby acknowledges receipt of the following addenda to the drawings and project manuals, all of the provisions and requirements of which addenda have been taken into consideration in the preparation of this proposal.

Addendum No. 1 Dated 06/10/04 Addendum No. 2 Dated 06/16/04

Addendum No. 3 Dated 06/17/04 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned declares that the only person or parties interested in the bid as principals are those named herein; that the bid is made without collusion with any firm or corporation; that he has carefully examined all contract documents and that he has made a personal examination of the site of the work; that he is to furnish all the necessary machinery, tools, apparatus and other means of construction, and that he will do all the work and furnish all the materials specified in the manner and the time prescribed.

The undersigned hereby agrees to execute the said contract and bond within ten (10) days, or such other time as may be allowed in writing by the Owner, after receiving notification of acceptance of bid. It is hereby mutually understood and agreed that in case the undersigned does not, he or she forfeits the accompanying check or bid bond to the Owner as liquidated damages, and said Owner may proceed to award the contract to others.

The undersigned hereby agrees to commence the work within ten (10) days or such further time as may be allowed in writing by the Owner after receiving notification of award of contract. The undersigned further agrees that all work items will be completed within 365 consecutive calendar days.

The undersigned proposes to furnish a bond in the sum of one hundred (100) percent of bid amount as surety conditioned for the full, complete and faithful performance of this contract, and to indemnify and save harmless the Owner from any damage or loss for which the Owner may become liable by the default of said contractor, or by reason of any neglect or carelessness on the part of said contractor, his agents or employees, or by or on account of any act of omission of said contractor, his servants, agents or employees, or subcontractors, in performance of this contract.

The undersigned will guarantee all work performed under these plans, specifications and contract, and shall repair and maintain same until the date of acceptance by the Owner.

The undersigned tenders herewith, as a bid guarantee, for which receipt has been given, a certified check or bid bond in the amount of five (5) percent of the bid amount drawn to the order of the Owner.

Bidder agrees that this Bid Proposal may not be withdrawn for a period of thirty (30) calendar days after the Bid Opening. If the contract is to be awarded, Owner will give the successful Bidder a Notice of Award within thirty (30) calendar days after the Bid opening.

The undersigned agrees within ten (10) days after the agreement is executed, to deliver to the Owner the certificates of insurance and original insurance policies required in the General Conditions.

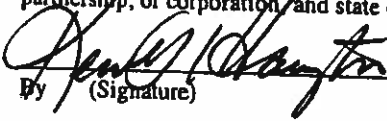
The undersigned hereby agrees to pay the Owner the sum of Seven Hundred and Fifty Dollars (\$750) as liquidated damages for each consecutive calendar day of delay until the Work is substantially complete.

Attached is the required Bid Security and List of Subcontractors. If requested, Bidder agrees to furnish to Owner all information and data necessary for Owner to determine the qualifications and ability of Bidder to perform the Work, including a Contractor's Qualification Statement (such as AIA Document A305).

Bidder certifies that proof of compliance with the requirements for registration of Contractors and Subcontractors, according to the New Mexico Public Works Minimum Wage Act, for the Labor Enforcement Fund, will be provided to the Architect and the Owner prior to bid award.

This Bid Proposal is hereby respectfully submitted. The signatory hereto certifies and warrants that he/she has full authority to submit this Bid Proposal on behalf of Bidder.

(Name of Bidder)(Type or Print)(Specify if sole proprietorship, partnership, or corporation, and state of incorporation)

  
By (Signature)

06/17/04

Date

Corporate Seal:

Kenneth L. Harrington, President

(Name)

Adam B. Harrington, Vice President - Finance

(Title)(Print Name & Title of Bidder's Authorized Representative)

3400 Vista Alameda NE

Albuquerque, NM 87113

(Address of Bidder)

(505) 856-0404

(Telephone Number of Bidder)

032220 - GB98

(Bidder's New Mexico Contractor's License No. and Classification)

NM Preference No. 38C77

END OF SECTION

**2004 Building Program  
Western Heritage Center and Ben Alexander Student Learning Center  
New Mexico Junior College, Hobbs, New Mexico**

**SECTION 00430 - LIST OF SUBCONTRACTORS RESIDENT BIDDER PREFERENCE  
For  
WESTERN HERITAGE CENTER AND BEN ALEXANDER STUDENT LEARNING CENTER  
Bid Lot 'C'**

FOR COMPLIANCE WITH SUBCONTRACTORS FAIR PRACTICES ACT (SECTION 00431)

It is the Bidder's sole responsibility to execute this listing in compliance with the New Mexico Subcontractor's Fair Practices Act. The following listing must include the NAME, LOCATION OF PLACE OF BUSINESS, PHONE NUMBER, CONTRACTOR'S LICENSE NUMBER, and CATEGORY OF WORK that will be done by each subcontractor on the list. List only one subcontractor for each category of work, FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL MAKE THE BID NON-RESPONSIVE and the bid will be rejected. This page shall be attached to the Bid Proposal.

The Bidder must list all Subcontractors to be used for work, when the subcontract amount exceeds the threshold amount of \$42,500.

(Use additional sheets if necessary).

NAME OF SUBCONTRACTOR AND LOCATION OF PLACE OF BUSINESS	CATEGORY OF WORK OF SUBCONTRACTOR
<p>(Name) <del>Armsong</del> <sup>ADH</sup> Armsong            (Location &amp; Phone No.) <del>Rawell, NM</del> <sup>ADH</sup> Rawell, NM <del>622.1280</del>            (License No.) <del>01880</del> <sup>ADH</sup> 01880</p>	(Category) Earthwork
<p>(Name) Accent Landscaping <del>Armsong</del>            (Location &amp; Phone No.) <del>Alb, NM</del> <sup>ADH</sup> Alb, NM 891-4880            (License No.) 23063</p>	(Category) Landscaping
<p>(Name) <del>Armsong</del> <sup>ADH</sup> Armsong            (Location &amp; Phone No.) <del>Rawell, NM</del> <sup>ADH</sup> Rawell, NM <del>622.1280</del>            (License No.) <del>01880</del> <sup>ADH</sup> 01880</p>	(Category) Asphalt
<p>(Name) Expert Construction            (Location &amp; Phone No.) Las Cruces NM 373-9403            (License No.) 53737</p>	(Category) Concrete
<p>(Name) Moyer Masonry (IBID Referred)            (Location &amp; Phone No.) Ft. Sumner NM 355.2347            (License No.) 04804</p>	(Category) Masonry

NAME OF SUBCONTRACTOR AND  
LOCATION OF PLACE OF BUSINESS

CATEGORY OF WORK  
OF SUBCONTRACTOR

(Name) Structural Services

(Category) Steel Erection

(Location & Phone No.) Alb NM 345.0838

(License No.) 25365

(Name) Contractors Construction

(Category) Insulation

(Location & Phone No.) Alb NM 263.8975

(License No.) 55881

(Name) Contractors Construction

(Category) Drywall

(Location & Phone No.) Alb NM 263.8975

(License No.) 55881

(Name) Rocky Mountain Roofing

(Category) Roofing

(Location & Phone No.) Alb NM 884.0388

(License No.) 17976

(Name) Contractors Construction

(Category) Stucco

(Location & Phone No.) Alb NM 263.8975

(License No.) 55881

(Name) S.W. Glass & Glazing

(Category) Glass & Aluminum

(Location & Phone No.) Alb NM 345.5565

(License No.) 10764

(Name) Contractors Construction

(Category) Acoustic Ceiling

(Location & Phone No.) Alb NM 263.8975

(License No.) 55881

(Name) ConDeck

(Category) Perlite

(Location & Phone No.) Alb NM 837.1112

(License No.) 25633



NAME OF SUBCONTACTOR AND  
LOCATION OF PLACE OF BUSINESS

CATEGORY OF WORK  
OF SUBCONTRACTOR

(Name) Under Threshold

(Category) Ceramic

(Location & Phone No.) \_\_\_\_\_

(License No.) \_\_\_\_\_

(Name) American Terrazzo

(Category) Terrazzo

(Location & Phone No.) Garland TX 972.272.8084

(License No.) 84834

(Name) Under Threshold

(Category) VCT

(Location & Phone No.) \_\_\_\_\_

(License No.) \_\_\_\_\_

(Name) George's Carpet

(Category) Carpet

(Location & Phone No.) Roswell NM 624.0901

(License No.) 54242

(Name) E M Coatings

(Category) Paint

(Location & Phone No.) Alb NM 480.7184

(License No.) 51054

(Name) C-Tech

(Category) Casework

(Location & Phone No.) Alb NM 872.2067

(License No.) 87575

(Name) Thyssen Krupp

(Category) Elevators

(Location & Phone No.) El Paso TX 915.593.9900

(License No.) 31119

(Name) Donner Plumbing

(Category) Mechanical

(Location & Phone No.) Alb NM 884.1017

(License No.) 10017

## **RESIDENT BIDDER PREFERENCE**

New Mexico procurement law provides for a five percent (5%) residential preference. A fully qualified bidder who meets state requirements shall be awarded a contract in preference to a fully qualified non-resident bidder whenever the resident bidder, whose bid is nearest to the low bid of the non-residential bidder, is made lower when multiplied by a factor of 0.95. This does not apply when federal funds are being used. Any New Mexico firm claiming preference will insert the residential preference number as issued by the State Purchasing Department in the appropriate space as provided in the bid documents. Procurement of the number is the responsibility of the bidder.

Note that there is no charge for the number, but it does involve an application process.

Interested bidders should contact:

State of New Mexico  
General Services Department  
Purchasing Division  
Joseph M. Montoya State Building, Room 2016  
1100 St. Francis Drive  
Santa Fe, New Mexico 87502  
Telephone: (505) 827-0472

**END OF SECTION**

2004 Building Program  
Western Heritage Center and Ben Alexander Student Learning Center  
New Mexico Junior College, Hobbs, New Mexico

SECTION 00410 - BID FORM

BY (BIDDER) Lasco Construction, Inc.

(ADDRESS) PO Box 877, Hobbs, NM 88241

To New Mexico Junior College (hereinafter called "OWNER")

1. The undersigned (hereinafter called "Bidder") in compliance with your invitation for bids for the construction of the Western Heritage Center and Ben Alexander Student Learning Center, New Mexico Junior College, Hobbs, New Mexico having carefully examined the contract documents and the site of the proposed work, and being familiar with all 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, within the time set forth herein, and at the lump sum 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. All amounts shall be shown in both words and figures. In case of discrepancies, the amount shown in words will govern.

2. The undersigned is bidding on (please indicate with a checkmark):

- Bid Lot 'A'  
 Bid Lot 'B'  
 Bid Lot 'C'

A. Base Bid: Bid Lot 'A' - Only Western Heritage Center: Bidder agrees to perform the Work described as the Base Bid in the specifications and shown on the plans for the lump sum price of: FOUR MILLION EIGHT HUNDRED FORTY SEVEN THOUSAND EIGHT HUNDRED (Dollars)(\$ 4,847,805.00)  
(not including NMGR)(Reimbursement for NMGR will be added on certificates for payment)

a. Additive Alternate Number Seven: Bidder agrees to perform the Work described as Alternate Number Seven (7) in Section 01230 and shown on the plans for the lump sum price of: HUNDRETS NINE THOUSAND FIVE HUNDRED SEVENTY NINE (Dollars)(\$ 209,579.00)  
(not including NMGR)(Reimbursement for NMGR will be added on certificates for payment)

B. Base Bid: Bid Lot 'B' - Only Ben Alexander Student Center: Bidder agrees to perform the Work described as the Base Bid in the specifications and shown on the plans for the lump sum price of: \_\_\_\_\_ (Dollars)(\$)  
(not including NMGR)(Reimbursement for NMGR will be added on certificates for payment)

a. Additive Alternate Number One: Bidder agrees to perform the Work described as Alternate Number One (1) in Section 01230 and shown on the plans for the lump sum price of: \_\_\_\_\_ (Dollars)(\$)  
(not including NMGR)(Reimbursement for NMGR will be added on certificates for payment)

b. Additive Alternate Number Two: Bidder agrees to perform the Work described as Alternate Number Two (2) in Section 01230 and shown on the plans for the lump sum price of: \_\_\_\_\_ (Dollars)(\$)  
(not including NMGR)(Reimbursement for NMGR will be added on certificates for payment)

c. Additive Alternate Number Three: Not Used.

d. **Additive Alternate Number Four:** Bidder agrees to perform the Work described as Alternate Number Four (4) in Section 01230 and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

e. **Additive Alternate Number Five:** Not Used.

f. **Additive Alternate Number Six:** Bidder agrees to perform the Work described as Alternate Number Six (6) in Section 01230 and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

C. **Base Bid: Bid Lot 'C' - 2004 Building Program - Both Western Heritage Center and Ben Alexander Student Learning Center:** Bidder agrees to perform the Work described as the Base Bid in the specifications and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

Show the cost for each building that's part of Bid Lot 'C':

1. Base Bid for Western Heritage Center:

\_\_\_\_\_ (Dollars)\$

2. Base Bid for Ben Alexander Student Learning Center:

\_\_\_\_\_ (Dollars)\$

a. **Additive Alternate Number One:** Bidder agrees to perform the Work described as Alternate Number One (1) in Section 01230 and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

b. **Additive Alternate Number Two:** Bidder agrees to perform the Work described as Alternate Number Two (2) in Section 01230 and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

c. **Additive Alternate Number Three:** Not Used.

d. **Additive Alternate Number Four:** Bidder agrees to perform the Work described as Alternate Number Four (4) in Section 01230 and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

e. **Additive Alternate Number Five:** Not Used.

f. **Additive Alternate Number Six:** Bidder agrees to perform the Work described as Alternate Number Six (6) in Section 01230 and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

g. **Additive Alternate Number Seven:** Bidder agrees to perform the Work described as Alternate Number Seven (7) in Section 01230 and shown on the plans for the lump sum price of:

\_\_\_\_\_ (Dollars)(\$)  
(not including NMGRT)(Reimbursement for NMGRT will be added on certificates for payment)

**Addenda:** The undersigned hereby acknowledges receipt of the following addenda to the drawings and project manuals, all of the provisions and requirements of which addenda have been taken into consideration in the preparation of this proposal.

Addendum No. 1 Dated 6-10-04 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 2 Dated 6-16-04 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 3 Dated 6-17-04 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned declares that the only person or parties interested in the bid as principals are those named herein; that the bid is made without collusion with any firm or corporation; that he has carefully examined all contract documents and that he has made a personal examination of the site of the work; that he is to furnish all the necessary machinery, tools, apparatus and other means of construction, and that he will do all the work and furnish all the materials specified in the manner and the time prescribed.

The undersigned hereby agrees to execute the said contract and bond within ten (10) days, or such other time as may be allowed in writing by the Owner, after receiving notification of acceptance of bid. It is hereby mutually understood and agreed that in case the undersigned does not, he or she forfeits the accompanying check or bid bond to the Owner as liquidated damages, and said Owner may proceed to award the contract to others.

The undersigned hereby agrees to commence the work within ten (10) days or such further time as may be allowed in writing by the Owner after receiving notification of award of contract. The undersigned further agrees that all work items will be completed within 365 consecutive calendar days.

The undersigned proposes to furnish a bond in the sum of one hundred (100) percent of bid amount as surety conditioned for the full, complete and faithful performance of this contract, and to indemnify and save harmless the Owner from any damage or loss for which the Owner may become liable by the default of said contractor, or by reason of any neglect or carelessness on the part of said contractor, his agents or employees, or by or on account of any act of omission of said contractor, his servants, agents or employees, or subcontractors, in performance of this contract.

The undersigned will guarantee all work performed under these plans, specifications and contract, and shall repair and maintain same until the date of acceptance by the Owner.

The undersigned tenders herewith, as a bid guarantee, for which receipt has been given, a certified check or bid bond in the amount of five (5) percent of the bid amount drawn to the order of the Owner.

Bidder agrees that this Bid Proposal may not be withdrawn for a period of thirty (30) calendar days after the Bid Opening. If the contract is to be awarded, Owner will give the successful Bidder a Notice of Award within thirty (30) calendar days after the Bid opening.

The undersigned agrees within ten (10) days after the agreement is executed, to deliver to the Owner the certificates of insurance and original insurance policies required in the General Conditions.

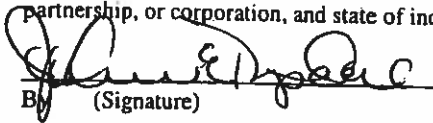
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Attached is the required Bid Security and List of Subcontractors. If requested, Bidder agrees to furnish to Owner all information and data necessary for Owner to determine the qualifications and ability of Bidder to perform the Work, including a Contractor's Qualification Statement (such as AIA Document A305).

Bidder certifies that proof of compliance with the requirements for registration of Contractors and Subcontractors, according to the New Mexico Public Works Minimum Wage Act, for the Labor Enforcement Fund, will be provided to the Architect and the Owner prior to bid award.

This Bid Proposal is hereby respectfully submitted. The signatory hereto certifies and warrants that he/she has full authority to submit this Bid Proposal on behalf of Bidder.

(Name of Bidder)(Type or Print)(Specify if sole proprietorship, partnership, or corporation, and state of incorporation)

  
By (Signature)

6-22-04

Date

Corporate Seal:

Johnie E. Ragsdal  
(Name)

Vice President, Johnie E. Ragsdal

(Title)(Print Name & Title of Bidder's Authorized Representative)

PO Box 877

Hobbs, NM 88241  
(Address of Bidder)

(505)393-9161  
(Telephone Number of Bidder)

GB 98 013641

(Bidder's New Mexico Contractor's License No. and Classification)

Residence Preference Bid # 34C96

END OF SECTION

## **RESIDENT BIDDER PREFERENCE**

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Note that there is no charge for the number, but it does involve an application process.

Interested bidders should contact:

State of New Mexico  
General Services Department  
Purchasing Division  
Joseph M. Montoya State Building, Room 2016  
1100 St. Francis Drive  
Santa Fe, New Mexico 87502  
Telephone: (505) 827-0472

**END OF SECTION**