

CONTRACT FORMS

NOTICE OF AWARD

CONTRACT

PERFORMANCE BOND

LABOR, MATERIAL AND TAX PAYMENT BOND

CERTIFICATE OF INSURANCE

WAIVER FOR PARTIAL PAYMENTS

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PLEASE SUBMIT A FORM FOR EACH SUBCONTRACTOR

EXAMPLE

CITY OF FARMINGTON, NEW MEXICO
NOTICE OF AWARD

Owner: CITY OF FARMINGTON
800 Municipal Drive
Farmington, NM 87401

Date: «DATE_CONTRACT_FORMS_ISSUED_usually_the_»

Project: «BID_TITLE»
Project No.: «PROJECT_»
Bid No.: «BID_»

Contractor: «CONTRACTORS_NAME»

The Owner has considered the bid submitted by you for the above described work in response to its Advertisement for Bids published «PUBLICATION DATE», and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for the above described project in the amount shown: «CONTRACT AMOUNT IN WORDS», plus estimated applicable taxes of «CONTRACT EST TAXES IN WORDS» («CONTRACT AMT IN NUMBERS» plus estimated applicable taxes of «CONTRACT EST TAXES IN NUMBERS»).

You are required by the Contract Documents to execute the Contract and furnish the required Contractor's Performance Bond and Labor, Material and Tax Payment Bond within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Contract and to furnish said bonds within ten (10) calendar days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner's Central Purchasing Department, to the above address, attention Contracts Administrator.

Owner: CITY OF FARMINGTON

By: _____
Jennifer Rowland, CPO, CPPB, NIGP-CPP
Acting Chief Procurement Officer

Date: _____

Contractor: «CONTRACTORS_NAME» _____

Signature: _____

Printed Name

Title: _____

Date: _____

CITY OF FARMINGTON, NEW MEXICO

AGREEMENT

Project Title: «BID_TITLE»

Project No. «PROJECT_»

Bid No. «BID_» THIS CONTRACT, made and entered into this «CONTRACT DAY usually the same as the d» day of «AGREEMENT MONTH» «AGREEMENT YEAR», by and between the City of Farmington, New Mexico, party of the first part, termed in these Contract Documents as the "Owner" and «CONTRACTORS NAME», party of the second part, termed in the Contract Documents as the "Contractor".

WITNESSETH:

WHEREAS, the City Council of the City of Farmington approved the bid of the Contractor on «CITY COUNCIL APPROVAL DATE MTH DATE Y» for performance of the work for completion of the Project; and

WHEREAS, pursuant to the Notice of Award, the Contractor has accepted the award and has submitted the required bonds; and,

WHEREAS, in consideration of the sum of «CONTRACT AMOUNT IN WORDS» plus estimated applicable taxes of «CONTRACT EST TAXES IN WORDS», («CONTRACT AMT IN NUMBERS» plus estimated applicable taxes of «CONTRACT EST TAXES IN NUMBERS») to be paid by the Owner to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree to furnish labor, tools, equipment, and material, and to construct complete in every detail the following:

«BID_TITLE»
PROJECT # «PROJECT_»
BID # «BID_»

AND FOR SAID CONSIDERATION IT IS AGREED BETWEEN THE PARTIES TO THIS CONTRACT AS FOLLOWS:

1. That the entire Contract Documents, including the **Advertisement for Bids, Instructions to Bidders, Bid Proposal, Bid Bond, Contract, Performance Bond, Labor, Material and Tax Payment Bond, Notice of Award, Notice to Proceed, Conditions of Contract, Special Conditions, Drawings, Specifications and all addenda thereto**, as prepared by the City of Farmington, are hereby made a part of this contract.
2. That the payments to be made by the Owner to the Contractor shall be made in the manner provided for in the Conditions of Contract and on the basis of the prices set out in the Bid Proposal.
3. That the work shall be done to the satisfaction of the Owner and in full compliance with these Contract Documents.
4. That the work shall be completed within the time limit set out in the Bid Proposal and shall be delivered to the Owner free of all liens, claims, and demand of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or person.
5. That, in the event any of the provisions of this Contract are violated by the Contractor or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety who shall have the right to take over and perform this Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion of the Contract for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

The Contract Documents shall be executed with one (1) original which shall be held by the City of Farmington City Clerk. Electronic copies shall be distributed to the Contractor, City of Farmington Purchasing Division and the City of Farmington using department.

IN WITNESS WHEREOF, said parties hereto have hereunto set their hands and seals at Farmington New Mexico the day and year first above written:

CITY OF FARMINGTON
A Municipal Corporation

«CONTRACTORS_NAME»

By: _____
Title: Mayor

By: _____
Duly Authorized Signature

Date

By: _____
(Printed Name)

(SEAL)

Title: _____

ATTEST:

Date

City Clerk

Signer has read the document and affirms that it is true and complete and accurately represents the agreement of the parties.

Date

If electronic signature is utilized, notarization is not required.

Approves Compliance NMSA 1978
Annotated, Chapter 13 Public Purchases
and Property:

NOTARY PUBLIC SIGNATURE
(REQUIRED)

Chief Procurement Officer

State of New Mexico
County of San Juan

Date

(SEAL) _____
Signature of notarial officer

Department Head Approval

My commission expires: _____

Date

Legal Department Approved to Form

Date

CITY OF FARMINGTON, NEW MEXICO

PERFORMANCE BOND

(Required if Bid Amount is more than \$25,000)

BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT, «CONTRACTORS NAME», «CONTRACTORS ADDRESS»

(Insert name, address or legal title of Contractor)

as Principal, hereinafter called the Contractor, and _____
(Insert the legal title of the Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Farmington, a municipal corporation of San Juan County, New Mexico, as Obligee, hereinafter called Owner, in the amount of «CONTRACT_AMOUNT_IN_WORDS», plus estimated applicable taxes «CONTRACT_EST_TAXES_IN_WORDS» («CONTRACT_AMT_IN_NUMBERS» plus estimated applicable taxes «CONTRACT_EST_TAXES_IN_NUMBERS»), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, Contractor has, by written contract dated «AGREEMENT DATE AGAIN BUT IN MTHDATEYR» entered into an contract with Owner for the construction of «BID TITLE» in accordance with drawings and specifications prepared by the City of Farmington which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

The Surety, for value received, hereby expressly stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect the Surety's obligation on this bond; and the Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or specifications.

Whenever Contractor shall be, and declared by Owner to be in default under the contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly;

1. Complete the contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Owner for completing the contract in accordance with its terms and upon determination by Owner and Surety of the lowest responsible bidder, arrange for an contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The Contractor shall guarantee any work performed under this bond against omission of material or defective materials and workmanship for a period of one (1) year following its completion and acceptance.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of Owner.

Venue upon any suit brought upon this bond shall be in the District Court of San Juan County, New Mexico.

SIGNED AND SEALED THIS _____ DAY OF _____,
«YEAR_OF_CONTRACT_FORMS».

In presence of:

«CONTRACTORS_NAME»

Contractor-Principal

Surety

By: _____

Printed Name

By: _____

Printed Name

Title: _____

Title: _____

«CONTRACTORS_ADDRESS»

Address

Street Address

Telephone Number

Mailing Address

City, State, Zip Code

Telephone Number

THIS BOND MUST BE ACCOMPANIED BY A POWER OF ATTORNEY, EFFECTIVELY DATED

Note: This bond is issued simultaneously with another bond
Conditioned for the full and faithful payment for all labor
and material of the contract.

CITY OF FARMINGTON, NEW MEXICO
LABOR, MATERIAL AND TAX PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, «CONTRACTORS NAME», «CONTRACTORS ADDRESS»

(Insert name, address or legal title of Contractor)

as Principal, hereinafter called the Contractor, and _____

(Insert the legal title of the Surety)

a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of _____, hereinafter called the Surety, are held and firmly bound unto the City of Farmington, a municipal corporation of San Juan County, New Mexico, as Obligee, hereinafter called the Owner, in the amount of «CONTRACT AMOUNT IN WORDS», plus applicable taxes of «CONTRACT EST TAXES IN WORDS» («CONTRACT AMT IN NUMBERS», PLUS «CONTRACT EST TAXES IN NUMBERS» estimated applicable taxes) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

WHEREAS, Contractor has by written instrument dated «DATE CONTRACT FORMS ISSUED usually the », entered into an contract described as follows:

«BID_TITLE»

PROJECT # «PROJECT_», BID # «BID_»

The work to be performed under this contract shall consist of furnishing all labor, equipment, and materials «The_work_to_be_performed_under_this_cont».

which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished and taxes due the State of New Mexico arising out of construction services upon or for the work under said contract, pursuant to Sections 13-4-18 through 13-4-20 NMSA 1978, whether said labor be performed and materials and supplies be furnished or taxes be accrued under the original contract or any contract thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

The right to sue on this bond accrues only to the Owner and the parties to whom New Mexico Statutes Annotated, 1978, 13-4-18 through 13-4-20, as amended, grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

The Surety, for value received, hereby expressly stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect the Surety's obligation on this bond; and the Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or specifications.

Venue upon any suit brought upon this bond shall be in the District Court of San Juan County, New Mexico.

This bond is issued simultaneously with another bond conditioned for the full and faithful performance of the contract.

SIGNED AND SEALED this _____ day of _____, «YEAR_OF_CONTRACT_FORMS».

In presence of:

Contractor-Principal

By: _____
Printed Name

Title: _____

Surety

By: _____
Printed Name

«CONTRACTORS_ADDRESS»
Address

Title: _____

Telephone Number

Surety's Street Address

Surety's Mailing Address

City, State, Zip Code

Telephone Number

THIS BOND MUST BE ACCOMPANIED BY A POWER OF ATTORNEY, EFFECTIVELY DATED

Note: This bond is issued simultaneously with another bond
Conditioned for the full and faithful performance
of the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMPI/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF FARMINGTON, NEW MEXICO

WAIVER FOR PARTIAL PAYMENTS

The undersigned surety on the bond of the contractor for the construction of «BID TITLE» hereby consents to the partial payment to the contractor of amounts for materials under the provisions of the Contract Documents dated «DATE CONTRACT FORMS ISSUED usually the » by the City of Farmington and «CONTRACTORS NAME» acknowledges that such payment whether or not in strict compliance with the provisions of the above contract, shall not preclude or estop the City of Farmington from showing the true character and quantity of the materials furnished or from recovering from the contractor or his sureties such damages as the City of Farmington may sustain by reason of deficiency in quantity or quality of the material with respect to which partial payment was made.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at _____
_____ County, New Mexico, this _____ day of _____,
«YEAR_OF_CONTRACT_FORMS»

Sureties:

Surety

By: _____

Title: _____

Surety's Street Address

Surety's Mailing Address

City, State, Zip Code

Phone Number

STATEMENT OF INTENT TO PAY PREVAILING WAGES**To Be Completed Before Construction Starts****ALL FIELDS ARE REQUIRED****FORM MUST BE SENT TO THE CONTRACTING AGENCY WITHIN 3 DAYS OF THE AWARD**

General Contractor Information		
Company Name: «CONTRACTORS_NAME»		
Address:		FEIN:
City :	State:	Zip:
Phone:	Fax:	E-Mail:
Estimated Start Date:		State Wage Decision Number:
Project Title: «BID_TITLE»		Project Physical Address:
Total Contract Amount:		Estimated Completion Date:
Print Name:		General Contractor Signature:
Sub Contractor Information	Sub Contract Amount:	Start date on this project:
Work to be performed:		
Company Name:		
Address:		FEIN:
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:		Sub Contractor Signature:
2nd, 3rd, etc. Tier Sub-Contractor Information		Start date on this project:
Contract Amount:		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:		Tier Signature:

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division, Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 1978).

INSTRUCTIONS FOR COMPLETING STATEMENT OF INTENT TO PAY PREVAILING WAGES

GENERAL CONTRACTOR

1. Enter general contractor information and provide signature.
2. Enter State Wage Decision Number as listed in bid documents. (Example: BE-13-0123 B)
3. Enter project title - listed in bid documents.
4. Enter project physical address - exact location of project (job site).
5. Enter estimated start & completion dates of project.
6. Enter general contractor's contract amount.
7. All Statements must be sent to the Contracting Agency.

SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub contractor information as indicated and provide signature.
3. Enter sub contractor contract amount.

NOTE: **A separate signed form is needed for each contractor.**

2ND TIER SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub contractor information; subcontractor signature not needed.
3. Enter 2nd tier sub information and provide signature.
4. Enter 2nd tier contractors contract amount.

3RD TIER AND HIGHER CONTRACTOR

1. Attach a copy of this completed form & list the 3rd tier contractor information under the 2nd tier