

## **Contract for Electrical Contractor Services 11-12-05**

**Gadsden Independent School District and Lynco Electric Company, Inc.** enter into agreement for the provision of **Electrical Contractor Services**, per the referenced bid number and in accordance with the terms and conditions contained therein, and as follows:

- A. The term of this agreement is for a four year period, effective October 27, 2011 to October 27, 2015.
- B. GISD reserves the right to negotiate a change in contractor representative if the assigned representatives are not supplying GISD needs adequately. The right shall carry forward through the life of the contract. This agreement is contingent upon availability of appropriation. GISD reserves the right to terminate the agreement without penalty to the district.
- C. The contractor, his agents and employees, are independent contractors performing services for GISD and are not employees of GISD. They shall not accrue leave, retirement, insurance, bonding, use of vehicles, or any other benefits afforded to employees of GISD.
- D. The contract may be terminated by either party with thirty days written notice. By such termination, neither party is relieved of obligations or liabilities already incurred for performance or failure to perform prior to the date of termination.
- E. All work performed or items provided under the contract shall be considered GISD property.
- F. The Contractor must keep himself informed of, and adhere to, all laws and ordinances governing any matter related to work performed under the contract. The Contractor will obtain all necessary licenses and permits, and will be aware of all labor conditions and agreements relating to the work specified in this document and shall make all provisions necessary to avoid any disputes which might arise from those conditions and agreements and shall be responsible for any delays, damages or extra costs caused by such disputes.

G. It shall be the Contractor's responsibility to provide for the safety of workers and public in compliance with the requirements of insurance and public health and safety.

H. The Contractor shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. Contractor shall save and hold harmless the Owner against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Contractor's operation shall be repaired and/or restored to their original condition, including cleaning and painting, at the Contractor's expense.

The Contractor will assume the liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death), or damages or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the Contractor, and his agents, and employees, including losses, expenses, or damages sustained by GISD. The Contractor will undertake and agree to indemnify and hold harmless GISD, and its Board, individually and collectively, and the officers, agents, and employees of GISD and its Board, from any and all such losses, expenses, damages (including loss of use) and to pay all damages, judgments, costs and expenses, including attorney's fees in connection with said demands and claims resulting there from. Any claims against GISD must be filed with the State of New Mexico.

I. The Contractor shall abide by the Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board Occupation Health and Safety Regulations that apply to work performed under this Request. The Contractor shall defend, indemnify and hold GISD free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including, but not limited to, fines or penalties, judgments, court costs and attorney' fee.

J. The Contractor agrees to abide by all Federal and State laws and rules and regulations of State of New Mexico. The Contractor agrees to assure that no

person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this contract. If the contract is found to be not in compliance with these requirements during the life of the agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

K. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the contractor's operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workmen's compensation, disability benefit and other similar employee benefits acts;
2. Claims for any damages because of bodily injury, occupational sickness or disease, or death of any person other than his employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

Amounts, types and limitations of Contractor's insurance shall be such as appears reasonable and satisfactory to GISD and his counsel, but not less than the following amounts:

Worker's Compensation	\$100,000/500,000
Public Liability	\$500,000/\$1,000,000
Property Damage	\$100,000
Automobile Liability	\$300,000/\$500,000

Automobile Property Damage \$100,000

Automobile Liability Insurance shall include at least the following coverage:

Bodily Injury, each person, excluding medical and medically-related expenses	\$400,000
Medical and medically-related expenses	\$300,000
Bodily Injury, each occurrence, excluding medical and medically-related expenses	\$750,000
Medical and medically-related expenses	\$300,000
Property Damage, each occurrence	\$100,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

NOTE: Certificate Holder should be: The Board of Gadsden Independent School District

Certificate of Insurance should be forwarded to:

Purchasing Agent  
Gadsden Independent School District  
P.O. Drawer 70  
Anthony, New Mexico 88021

L. The Contractor shall not assign or transfer any interest in the contract or assign any claims for money due or to become due under the contract without the prior written approval of the Purchasing Agent.

M. This contract constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered or amended without the written consent of both parties. This contract will be interpreted and governed by the laws of the State of New Mexico.

Signed By:

Gadsden Independent School District

Lynco Electric Company, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Superintendent

Title: \_\_\_\_\_

Date: October 27, 2011

Date: \_\_\_\_\_