EXHIBIT 3: P-348 SUPPLEMENTARY CONDITIONS TO CENTRAL NEW MEXICO COMMUNITY COLLEGE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION DOCUMENT

PART 1 - GENERAL

The Contract award shall be based upon the CNM PURCHASE ORDER AWARDED FOR THIS PROCUREMENT, CENTRAL NEW MEXICO COMMUNITY COLLEGE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK FOR THE RENOVATION OF THE MAIN CAMPUS SCIENCE "L" BUILDING, THE RFP AND ALL ITS AMENDMENTS/ADDENDA AND ATTACHMENTS, THE CMAR’S RESPONSE TO ALL STEPS OF THE RFP. These SUPPLEMENTARY CONDITIONS amend and modify the provisions of THE GENERAL CONDITION OF THE CONTRACT FOR CONSTRUCTION (EXHIBIT 1); the documents and these Supplementary Conditions together, however, do not constitute an exhaustive statement of the Contract provisions, nor do they limit the definition of Contract Documents in the Request for Qualifications and Proposals.

NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THE CONTRACT between Owner and Contractor (the "Contract"), whether or not in any of the contract documents, the Project manual for the Contractor’s Bid, or any other document or matter included or incorporated in the Contract by reference or implication, the following provisions of Sections A, B, C, D, E, F, G, H, and I shall control:

Prompt Payment Act  N.M.S.A. 57-28-1 (2007)

A. Improperly Completed Invoices/Notice. If Owner receives an improperly completed invoice, Owner shall notify Contractor within seven (7) days of receipt in what way the invoice is improperly completed. Contractor is hereby notified and acknowledges (i) that any invoice is improperly completed if it (a) contains arithmetic errors, (b) is not signed by Contractor, (c) is not certified by Design Professional as correct as to work completed and materials actually supplied, compliance with the Contract, and calculations, (d) fails to show Owner’s applicable Purchase Order (PO) number correctly, or (e) invoices for work completed or materials supplied pursuant to a Change Order that has not been approved in writing by the Owner, (f) does not include properly executed lien and bond claim releases from the contractor, subcontractor, and major suppliers. (ii) that Contractor has received timely notice by this Contract of improper completion of any and all improperly completed invoices described in the foregoing subparagraph (i) and is not entitled to payment upon or consideration of such invoices until they are resubmitted as complete regardless of the giving or timing of giving of any additional notice of improper completion, and (iii) that the foregoing subparagraph (i) is not an exhaustive list of ways in which an invoice may be improperly completed.

B. Unless grant money is a source of funding for this Contract, amounts due shall be paid within twenty-one (21) days after Owner receives a properly completed undisputed request for payment.
IF GRANT MONEY IS A SOURCE OF FUNDING FOR THIS CONTRACT, AMOUNTS DUE SHALL BE PAID WITHIN FORTY-FIVE (45) DAYS AFTER OWNER RECEIVES A PROPERLY COMPLETED UNDISPUTED REQUEST FOR PAYMENT.

If grant money is a source of funding for this Contract, Owner shall have included the following legend on each page of the plans, including bid plans and construction plans:

NOTICE OF EXTENDED PAYMENT PROVISION: This Contract allows the Owner to make payment within forty-five (45) days after submission of an undisputed request for payment.

Contractor and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven (7) days after receipt of payment from the Owner, Contractor, or subcontractor, as may be applicable. Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner.

Contractor hereby indemnifies and holds harmless Owner for all claims by subcontractors or suppliers against Owner or its property arising under or related to the New Mexico Prompt Payment Act, including, but not limited to, all costs and expenses of defense of such claims including reasonable attorneys' fees.

F. Subcontracts. Contractor is responsible to make all subcontractors aware of the foregoing provisions of this Contract and to include all necessary and appropriate parallel provisions in each subcontract. Contractor is responsible to have made all proposed subcontractors listed or not listed in the Bid Response Form aware of the foregoing provisions of this Contract prior to submission of their bids. Contractor is entirely and solely responsible, as between and among Contractor and subcontractors, for compliance with the New Mexico Prompt Payment Act.

G. Modification of Pay Application. CNM reserves the right to modify pay applications to correct mathematical errors without returning the pay application to the contractor for correction and resubmission.

H. Requests for Additional Time. Contractor bears the burden to demonstrate that additional contract time is warranted due to changes, including Owner requested changes, weather, or any other reason. Contractor bears the burden of demonstrating that any such changes, modifications, or delays impact the critical path for the project.

I. Dispute Resolution. If at any time during the course of the project a dispute arises between the Contractor and the Owner, including a dispute between the Contractor and the Design Professional, the procedure shall be mediation, or litigation as described in the contract documents for this procurement.