





**LES FILE DRYWALL, INC.**

116 INDUSTRIAL NE ALBUQUERQUE, NEW MEXICO 87107  
(505) 345-8283 FAX (505) 345-7528

Bid: ZORRO Ranch site wall stucco	Date: 04/12/10
Attn: Estimating Department	Plan Date: 1/0/1900
Addendum : 0	

<b>Bid Clarifications:</b>	1. Les File Drywall reserves the right to negotiate all scheduling of work.
	2. Any subcontract to be executed by Les File Drywall shall be subject to Les File Drywall's consent and approval and shall not change in any manner the terms of this proposal which in any case shall take precedence over terms and conditions of such contract. In the event, the parties fail to execute a contract and Les File Drywall commences work on the project, the terms of this proposal and bid shall be binding on the other party.
	3. All provisions in a subsequent contract which require Les File to obtain insurance in a type and /or amount in excess of what it currently carries shall be considered an additional cost for which Les File shall be entitled to be paid additional monies prior to providing same.
	4. Retainage percentage not to exceed that held by owner on General for Les File portion of work.
	5. All work to be done per plans and specs. Code compliance is the responsibility of the Architects and Engineers.

In the event our quotation is accepted and within the contract we are to sign there is included a "hold harmless clause" subjecting us to liability other than of our employees and agents, the additional amount of insurance premium required, to cover such clause, will be added to our contract price. Quote based on use of locally available material or specified material. Upon acceptance..... This proposal shall be made a part of the subcontract and will take precedence over any subcontract terms in the event of a discrepancy or a dispute. Estimate shall be in your office by \_\_\_\_\_ of each month and shall be paid by the \_\_\_\_\_. General shall notify Subcontractor within 10 days of General receiving final payment from Owner. No back charge shall be valid unless Subcontractor is notified in writing within 72 hours from the occurrence of the act resulting in the alleged back charge and provided with a detailed breakdown of said charge. Owner and/or General to carry Builder's Risk in the amount satisfactory to Subcontractor.

Work to be completed according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. No fines or penalties of any kind shall be valid due to causes beyond our control, including to but not limited to weather, strikes, delays caused by other trades, etc. Owner is to carry fire, tornado and builders risk, and other necessary insurance.

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. Payment 5 days overdue shall bear interest at the rate of 1 1/2% per month until paid in full. Customer shall pay all attorney's fees and costs of collection.

**NOTICE:** All changes that have been directed to be performed by the contractually required personnel. Executed change orders must be provided to Les File Drywall no later than 30 days from the date of this notice. Payment for Change Orders is due within 30 days of receipt of this notice. Unless Les File Drywall receives written notice of the contracting party's intent not to pay for the listed change orders below within 5 days of receipt of this notice, the cost, including attorneys' fees and costs of collection. Les File Drywall reserves the right to halt all change order work for failure to pay change orders as specified above.

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

Witnessed By: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

**Emad Hanna**

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**From:** [REDACTED]  
**Sent:** Wednesday, July 21, 2010 2:24 PM  
**To:** LSJ  
**Cc:** Emad Hanna  
**Subject:** Fwd: Zorro, Contractor Agreement  
**Attachments:** 1-bid Zorro Ranch site walls - ZORRA.pdf

this work has been approved by Jeffrey, will be meeting with alan when at zorro next.

----- Forwarded message -----

**From:** Alan Chavez <[REDACTED]>  
**Date:** Wed, Apr 21, 2010 at 3:55 PM

**Subject:** RE: Zorro, Contractor Agreement

**To:** [REDACTED] <[REDACTED]>, [REDACTED]

Alan Chavez



Les File Drywall, Inc.

116 Industrial NE

Albuquerque, NM 87107

ph:505.345.8283

fx:505.345.7528

[REDACTED]

[REDACTED]

: As part of Les File Drywall's commitment to the environment, please do not print this email unless necessary.  
Thank you

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**From:** [REDACTED] [mailto:[REDACTED]]  
**Sent:** Friday, April 16, 2010 1:20 PM  
**To:** Alan Chavez  
**Subject:** Zorro, Contractor Agreement

Good day Alan

Ref: stucco work Zorro Ranch, Stanley NM

attached is an example of our contractor owner agreement, please review and let me know if you have any concerns.

also could you please indicate when you will have estimate ready for review

thank you

Brice