

Item #20-0370

**CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICE AGREEMENT
ITEM# 20-0027**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE SERVICE AGREEMENT, dated January 28, 2020 the "Agreement"), between the City of Santa Fe (the "City") and B&D Industries, Inc (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional HVAC, mechanical plumbing and electrical services for the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars (\$500,000.00), plus applicable gross receipts taxes and as described in Exhibit "A" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed \$750,000.00 plus applicable New Mexico Gross Receipts Tax.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 On-Call HVAC, Mechanical, Plumbing & Electrical Services		\$750,000.00

The total compensation under this Agreement shall not exceed \$750,000.00 plus applicable NMGR (8.4375%).

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2021 unless sooner pursuant to Article 6 below.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.


CITY OF SANTA FE:



ALAN WEBBER,
MAYOR

DATE: 8/17/2020

CONTRACTOR:



CLINTON BEALL
SENIOR VICE PRESIDENT B&D
INDUSTRIES

DATE: 7/28/2020

CRS#01-716872-004
Registration #20-00110523

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK

gc
gc

CC Mtg 07/29/2020

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 6, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

AL
AL



City of Santa Fe, New Mexico

Memorandum



DATE: May 28, 2020

TO: Governing Body, Finance Committee and Public Works Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
John Romero, Interim Public Works Department Director JR

FROM: Sam Burnett, Public Works Property Maintenance Manager

ITEM AND ISSUE:

Request for the Approval of Amendment #1 to Service Contract 20-0027 increasing compensation in the Amount of \$500,000.00 to a total amount of \$750,000.00 plus NMGR for HVAC, Mechanical, Plumbing and Electrical Services at Midtown Santa Fe and throughout City Facilities; B&D Industries, Inc; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

BACKGROUND AND SUMMARY:

This On-Call Contract is with B&D Industries and provides on-call HVAC, Mechanical, Plumbing and Electrical services. This on-call is a critical to the ability of the Facilities Division to prevent major damage to Midtown Santa Fe and other City's Facilities, to mitigate damage once it has occurred and deliver exceptional customer services. This contract is using State Price Agreement #90-000-18-00073 as the procurement vehicle.

Amendment #1 to On-Call Contract #20-0027 will increase compensation from \$250,000.00 to \$750,000.00 plus applicable NMGR. This will allow for the continued maintenance and repairs at Midtown Santa Fe as well as throughout the other City Facilities services by the Public Works Facilities Division. This contract is managed by the Public Works Property Maintenance Manager. Purchase requisitions requested for work outside of Midtown will be reviewed and authorized by the Property Maintenance Manager based upon need.

B&D Industries has been chosen to provide this service for a number of important reasons. First, B&D has provided these services at Midtown Santa Fe for the last two years and thus has considerable knowledge of the campus and it's systems. Second, B&D has done a thorough assessment of the HVAC and mechanical systems and helped Facilities generate a detailed equipment database, which again gives them extensive familiarity with the campus. Third, B&D has been assisting the Facilities Division Maintenance Section with work throughout many of the City's facilities giving them extensive knowledge of the City's equipment beyond Midtown. Fourth, B&D's experience modifier is 0.77, which demonstrates the high quality and safety of their operations. Finally, B&D has consistently demonstrated an exceptional level of service that makes them an incredible asset to the City of Santa Fe.

PROCUREMENT METHOD:

The procurement method is via State Price Agreement #90-000-18-00073.

CONTRACT NUMBER:

The FY20 Munis contract number is 3201872

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

ACTION REQUESTED:

Please approve this contract amendment with Universal Protection Services, LP dba Allied Universal Security in the amount of \$750,000.00 plus applicable New Mexico Gross Receipts Tax (8.4375%).



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor B&D Industries, Inc

3 Complete information requested ☐ Plus GRT

☒ Inclusive of

Original Contract Amount: \$271,093.75

Termination Date: June 30, 2021

☒ Approved by Council Date: January 28, 2020

☐ or by City Manager Date: _____

Contract is for: On-Call HVAC, Mechanical, Plumbing and electrical services for City Facilities using SPA#90-000-18-00073

Amendment # 1 to the Original Contract# 20-0027

Increase/(Decrease) Amount \$ \$500,000.00

Extend Termination Date to: _____

☒ Approved by Council Pending

☐ or by City Manager Date: _____

Amendment is for:

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) ☒ Plus GRT

☐ Inclusive of

Amount \$ 250,000.00 of original Contract# 20-0027 Termination Date: 6/30/2021

Reason: _____

Amount \$ 500,000.00 amendment # 1 Termination Date: 6/30/2021

Reason: Increase compensation for next fiscal year.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$750,000.00



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other State Price Agreement 90-000-18-00073

6 Procurement History: First year of two (2) year contract
example: (First year of 4 year contract)

Sam Burnett
Sam Burnett (Jun 15, 2020 06:02 MDT)

Purchasing Officer Review

Comments or Exceptions:

7 Funding Source: Midtown Operations Repairs & Maintenance

BU/Line Item: Misc

Sam Burnett
Sam Burnett (Jun 15, 2020 06:02 MDT)

Alexis Lotero
Alexis Lotero (Aug 13, 2020 17:08 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: J Sam Burnett

Phone # 505-795-2491

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: B&D Industries, Inc

Procurement Title: B&D Industries Inc – HVAC, Mechanical, Plumbing and Electrical On-Call Amendment #1

Solicitation RFP#: NA

Department Requesting/Staff Member: Public Works Dept, Facilities Division. J Sam Burnett, Property Manager

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees..

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment – How does Purchasing staff verify the contract has been approved to form by City Attorney?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

J Sam Burnett, Public Works Property Manager

Department Rep Printed Name and Title

J Sam Burnett
Department Rep Signature attesting that all information included

[Signature]
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final RFP Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all RFP submittals
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reference Reviews/Reference Check Questionnaires
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pricing evaluation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final overall evaluation matrix or summary of evaluator scores
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

AWARD*

YES N/A

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fully executed Memo to Committees from the Department with recommendation of award
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contract Award Notice
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Email or notification sent to all Proponent(s)/Offerors that award was made
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Waiver or "No Action Taken" from Procurement Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

DISCLOSURES*

YES N/A

Contractor Disclosures & Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
Contractor –Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest Form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Procurement Office regarding the potential conflict
Subcontractor Disclosures		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disclosures & Conflicts of Interest form of Subcontractor(s)
Subcontractor –Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officer Letter or email to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Legal Office regarding the potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

CONTRACT*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of Executed Contract
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of all documentation presented to the Committees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Finalized Council Committee Minutes
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: _____

MISCELLANEOUS FILE*

YES N/A

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local Preference Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	New Mexico Residence Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Veterans Exemption
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

PROTEST (If applicable)*

YES N/A

☐
☐
☐
☐

☒
☒
☒
☒

Documentation from protester filed with the Purchasing Office
Letter from Department to Purchasing Office Providing response to protest
Letter from Purchasing Officer to protester and Department on final outcome
Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES N/A

☒

☐

Original proposal (s) with no redactions

I Sam Burnett, Public Works Property Manager

Department Rep Printed Name and Title

Sam Burnett

Department Rep Signature attesting that all information included



B&DINDU-01

MKATS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/7/2019

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 have ADDITIONAL INSURED provisions or 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 License # 0757776

CONTACT NAME: Carrie Butler

PHONE (A/C, No, Ext): (505) 262-9412 9412

FAX (A/C, No): (866) 487-3972

E-MAIL ADDRESS: Carrie.Butler@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Valley Forge Insurance Company 20508

INSURER B: National Fire Insurance Company of Hartford 20478

INSURER C: The Continental Insurance Company 35289

INSURER D: Transportation Insurance Company 20494

INSURER E: Builders Trust of New Mexico

INSURER F:

HUB International Insurance Services (NMX)
7770 Jefferson Street NE, Suite 101
Albuquerque, NM 87109

INSURED

B & D Industries, Inc.
9720 Bell Ave SE
Albuquerque, NM 87123

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR	X X	6016149399	11/11/2019	11/11/2020	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY X PRO-JECT LOC					
	OTHER:					\$
B	AUTOMOBILE LIABILITY					
X	ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS	X X 6016149371	11/11/2019	11/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
C	X UMBRELLA LIAB	X OCCUR				
	EXCESS LIAB	CLAIMS-MADE	X X 6016149404	11/11/2019	11/11/2020	EACH OCCURRENCE \$ 11,000,000
	DED X RETENTION \$ 10,000					AGGREGATE \$ 11,000,000
						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	X 6016149385	11/11/2019	11/11/2020	X PER STATUTE OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Worker's Compensation	X	5672	1/1/2020	1/1/2021	Accid/Empl/Pol Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

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 Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: B & D INDUSTRIES, INC.
DBA: B & D INDUSTRIES, INC.

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: CLINTON BEALL

License Number: 224955

Issued Date: February 06, 2020

Expiration Date: December 31, 2020

CRS Number: 01716872004

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

B & D INDUSTRIES, INC.
9720 BELL SE
ALBUQUERQUE , NM 87123

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe Contract
HVAC, Mechanical, Plumbing and Electrical On-Call for City Facilities

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **B&D Industries, Inc** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

D. "You" and "your" refers **B&D Industries, Inc** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work: miscellaneous HVAC, mechanical, plumbing and electrical services for City Facilities via State Price Agreement #90-000-18-00073. See the attached proposal marked "Exhibit A" attached hereto and made a part thereof from **B&D Industries, Inc** to include the following, but is not necessarily inclusive to the following: miscellaneous general contractor services for City Facilities.

3. **Compensation**

The City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed \$250,000.00 plus applicable New Mexico Gross Receipts Tax.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 On-Call HVAC, Mechanical, Plumbing & Electrical Services		\$250,000.00

The total compensation under this Agreement shall not exceed \$271,093.75 including applicable NMGR (8.4375%).

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on 6/30/2021. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics,

quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

8. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of

receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and,

during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement: Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or Interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the

jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

J. Sam Burnett, Property Maintenance Manager
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504
jsburnett@santafenm.gov
505-955-5933

To Contractor:
B&D Industries, Inc
9720 Bell Ave SE
Albuquerque, New Mexico 87123
505-299-4464 – Office

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor:
B&D Industries, Inc
9720 Bell Ave SE
Albuquerque, New Mexico 87123
505-299-4464 – Office

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.


42. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:


ALAN WEBBER,
MAYOR

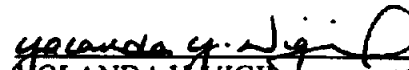
See Attached
CLINTON BEALL
SENIOR VICE PRESIDENT B&D
INDUSTRIES

DATE: 1/28/2020

DATE: _____

CRS#01-716872-004
Registration #19-00110523


ATTEST:


YOLANDA Y. VIGILD *Comptroller 12/11/19*
CITY CLERK

APPROVED AS TO FORM:

 11/4/19
ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:


MARY MCCOY
FINANCE DIRECTOR *mc*

Business Unit Line Item: VARIOUS

*on-call / citywide
see attached email*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER
MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: MISC

CONTRACTOR:



JACKSON JOHNS
PRESIDENT NATIONAL ROOFING

DATE: 12-19-19

CRS#01-851145-007
Registration #19-00123596



GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AV) 0000050920
TLC Company, Inc.
DBA: TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107

Email: jboyd@tlcplumbing.com
Telephone No. 505-761-9696

Price Agreement Number: 90-000-18-00073

Price Agreement Amendment No.: One

Term: June 20, 2019 – June 19, 2020

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Mark Lujan *ML*

Telephone No.: (505) 827- 0564

Email: Mark.Lujan@state.nm.us

Invoice:
As Requested at time of order

Title: HVAC and Plumbing Services - Statewide

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Item Price correction for Vendor (AV) TLC Company, Inc. DBA: TLC Plumbing & Utility on Pg. 26 of SWPA

➤ Item 4, Zone 3 corrected from \$87,075.00 to \$87.75

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Paul K. Ruppert
New Mexico State Purchasing Agent

Date: 09/12/2019

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

nm



(Rev. 1/19)

**State of New Mexico
General Services Department**

REVISED Statewide Price Agreement

Awarded Vendor
23 Vendors (See Pages 6 through 9)

Telephone No. _____

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Invoice:
As Requested

Price Agreement Number: 90-000-18-00073

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827- 0564

Email: Mark.Lujan@state.nm.us

Title: HVAC and Plumbing Services - Statewide

Term: June 20, 2019 to June 19, 2020

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

A handwritten signature in black ink, appearing to read "Mark Hayden", written over a horizontal line.

Mark Hayden, New Mexico State Purchasing Agent

Date: 08/20/2019

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00073

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00073

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00073

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurennewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

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Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000054601
AnchorBuilt, Inc.
P.O. Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com

**Delivery: 104 Sin Nombre Court NE, Albuquerque NM
87113**

(AB) 0000046277
B&D Industries, Inc.
9720 Bell Ave. SE
Albuquerque, NM 87123
505-299-4464
clinton@bandindustries.com

Delivery: F.O.B. Destination

(AC) 0000049957
CAC, Inc.
610 Industrial Ave NE
Albuquerque, NM 87107
505-343-6100
trevorb@cacinc.net

Delivery: F.O.B. Destination

(AD) 0000141802
Caliber Construction Services
2700 Vista Grande Dr. NW #59
Albuquerque, NM 87120
850-218-7546
dmwarren@caliberm.com

Delivery: Included in Bid Costs

(AE) 0000108425
Comfort Systems USA SW
8920 Adams St. NE Ste. A
Albuquerque, NM 87113
505-856-9250
brian.ruffner@comfortsystemsusa.com

Delivery: F.O.B Destination

(AF) 0000086357
Four Winds Mechanical HTC/AC
8915 Adams St. NE Ste. B
Albuquerque, NM 87113
505-899-2939
Lynn@4windsmechanical.com

Delivery: To Be Determined

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(AG) 0000141856
Installation & Service Heating, Inc.
7500 2nd St. NW
Albuquerque, NM 87107
505-792-5103
serviceishc@ishcnm.com

Delivery: As Requested

(AH) 0000087051
La Mesilla Construction, LLC
98 CR 119
Española, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Delivery: Per "owners" request

(AI) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd. SW
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net

Delivery: T.B.D Visually, Immediately

(AJ) 0000052947
Western Mechanical Co.
DBA: Western Mechanical HVAC &
Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458
mike.westernmechanical@gmail.com

Delivery: Hand Delivery

(AK) 0000086970
Yearout Service, LLC.
8501 Washington St. NE
Albuquerque, NM 87113
505-314-8226
Dispatch@yearout.com

Delivery: As Requested - With Emergency On-Call

(AL) 0000051142
A-Plus Plumbing & Heating, Inc.
P.O. Box 9719
Santa Fe, NM 87504
505-470-6162
aplusspanola@yahoo.com

Delivery: 502 Calle Ben Vigil, Espanola NM 87532

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(AM) 0000046760
Chardans Mechanical, Inc.
4320 Ellison St. NE
Albuquerque, NM 87109
505-345-2581
Chardans@hotmail.com

Delivery: N/A

(AN) 0000046669
Donner Plumbing & Heating
107 Candelaria Rd. NW
Albuquerque, NM 87107
505-884-1017
jgarner@donnerplumbing.com

Delivery: As Requested

(AO) 0000135004
ENGIE Services US
2600 American Rd. SE Ste. 360
Rio Rancho, NM 87124
505-890-2888
david.frederick@engie.com

Delivery: 6-72 Hours

(AP) 0000047364
GEW Mechanical, Inc.
PO Box 10293
Albuquerque, NM 87184-0293
505-345-3033
patrick@gewmechanical.com

Delivery: Net 30

(AQ) 0000051254
J.D. Zentz, Inc.
2006 Southern Blvd. SE Ste. 106
Rio Rancho, NM 87124
505-891-0551
jdzentz@aol.com

Delivery: Upon Award

(AR) 0000046321
Jack B. Henderson
Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Delivery: 501 Eubank Blvd. SE Albuquerque, NM 87123

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(AS) 0000134853

Delivery: As Requested

JLC Professional Plumbing &
Heating
1404 Sigma Chi Rd. NE
Albuquerque, NM 87106
505-206-9067
jlc_plumbing@icloud.com

(AT) 0000014482

Delivery: As Needed

Johnson Controls, Inc.
5500 Midway Park Place NE
Albuquerque, NM 87109
505-379-2856
joseph.c.perea@jci.com

(AU) 0000043952

Delivery: 2 Days

PC Automated Controls, Inc.
10279 Dyer St
El Paso, TX 79924
6565 Americas Parkway NE
Albuquerque, NM 87110
915-751-0313 505-918-0169
blinzey@pcautomatedcontrols.com

(AV) 0000050920

Delivery: Destination

TLC Company, Inc.
DBA: TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107
505-761-9696
jpboyd@tlcplumbing.com

(AW) 0000051414

Delivery: As Requested

WWRC, Inc.
1716 W 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com

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The State of New Mexico wishes to establish a Statewide Price Agreement for on-call miscellaneous heating, ventilating and air conditioning work; for boilers and water heating equipment; for controls; and work related to these systems, and for plumbing work throughout the entire state of New Mexico

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Compensation Caps:

The total cost of each project, including applicable gross receipts tax, shall not exceed One Million Dollars (\$1,000,000.00). This cap includes all change orders associated with the project.

The total cap for this Statewide Price Agreement is Ten Million (\$10,000,000) per awarded Contractor for the whole term of the Statewide Price Agreement.

There will be multiple Contractors awarded as a result of this solicitation.

The Contractor **MUST** to report all work issued under this Price Agreement to State Purchasing Division every quarter so that the cap thresholds can be monitored. A copy of approved POs must be sent as well as a summary spreadsheet for the quarter. The spreadsheet shall contain the following columns:

- Name of entity issuing the PO
- Date of the PO
- PO number
- project name
- dollar amount of the PO

Failure to do so will result in the yearly renewal of the Price Agreement being denied. Quarterly Spreadsheets MUST be sent to Mark Lujan at Mark.Lujan@state.nm.us.

When the total cap of ten million (\$10,000,000) for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

Insurance:

The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

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The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars (\$100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars (\$300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred thousand dollars (\$500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

Wage Rates:

All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: <http://www.dws.state.nm.us>

Bonding:

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars (\$25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded Contractor(s).

Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by user.

The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID). The CID will issue permits for work performed at state-owned buildings.

Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. If job requires more than one visit Contractor must have justification and prior approval from the using agency. Mileage will be based by mapquest.com.

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Contractor Note:

No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

Contractor shall provide the following information:

Contractor's New Mexico license no.: _____

Contractor's classification no.: _____

State tax identification no.: _____

Public Works Registration Number*: _____

***Pursuant to: 13-4-13.1 Public Works Contracts; Registration of Contractors and Subcontractors**

When submitting a bid for a specific project valued at more than sixty thousand dollars (\$60,000) for any portion of a public works project greater than sixty thousand dollars (\$60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its bid. FMD or the using agency may reject any bid that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed by this Contractor. Failure to respond to the State's requests may be grounds for termination of this Price Agreement.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting State Agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the State.

The using agency reserves the right to purchase materials directly from existing Statewide Price Agreement sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

For questions contact Mark Lujan, State Purchasing Division, at (505) 827-0564.

Scope of Work:

Contractors will be contacted on an as needed basis to perform work associated with this Agreement. Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state in the designated Zones.

Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors may be capable of providing all new, upgrades or repairs to the existing mechanical service and systems, or completely new installations, diagnostic services, perform trouble shooting services for the Using Agency and to prepare proposals for all costs and services needed to perform the work required, in compliance with the current national and state mechanical and plumbing codes.

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The work may include all costs needed and required to remove and to repair any defective heating, ventilation and air conditioning (HVAC) systems, materials and related work; to provide all preparation work and lay-out needed and required for the repair of existing HVAC systems and installation of new work and systems; and any required maintenance and related work needed for existing HVAC systems. This may include any upgrades, replacements or new installations of equipment curbs, roof patching, concrete pads, screen walls, and associated ductwork.

The work may include all preparation work needed to properly install new HVAC work or to repair or upgrade the existing HVAC systems. Work to include, but not limited to installation of new or relocation of existing diffusers, grilles and registers; installation of all new or relocation of existing vents, flues, make-up and outside air ducts; installation of new or relocation of existing thermostats; installation of new or relocation of supply and return air ducts; installation of new or relocation of existing heating and/or cooling units; and similar, related HVAC work. Work to include balancing of HVAC systems, including heat loss/ heat gain calculations needed to provide the CFM deliveries for the areas served by the HVAC system. Work may also include the installation of concrete pads and surrounding walls for the equipment as well as trenching. Work may include proper weather seal and restoration to exterior duct work and equipment connections. Any repair work to existing structures, roofs, sidewalks, roads needed to install the systems is included. Any plumbing or electrical support to make the systems function will be included.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards, if possible.

This Contractor may also be capable of providing all new, upgrades or repairs to the existing plumbing/ gas service and systems, or completely new installations, diagnostic services, perform trouble shooting services for the Using Agency and to prepare proposals for all costs and services needed to perform the work required, in compliance with the current national and State plumbing codes.

The work may include all preparation work needed to properly install the new plumbing work. Work to include, but not limited to: installation of new plumbing fixtures, water heaters, electric water coolers, sanitizing of existing water lines, rodding and clearing of sewer lines, replacement of damaged or defective sewer lines, installation of new domestic water lines, hydrants, fire sprinkler/suppression systems and any other plumbing related work including natural gas work. Any repair work to existing structures, roofs, sidewalks, roads needed to install the systems is included. Trenching for exterior lines is included as well as patching/paving of roads, buildings and sidewalks that have been demolished in the process of the construction. All work shall be according to current applicable State and National codes. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts, and is outside the scope of the work of this Price Agreement unless the Agency wishes to have the Contractor subcontract this work.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Full Service Plumbing Contractors who do not do HVAC work are allowed to bid. The appropriate license from the State of New Mexico Construction Industries Division.

Furnishing of submittal data for any/all new equipment as well as O&M's when either/or are required, and deemed necessary for the facility. Training of site personnel for the proper operation of newly installed equipment and related controls of this equipment will be performed and required for completion. This also applies to any/all control systems pertaining to HVAC equipment. This training will be acceptable to the person in charge of the facility and/or the State's Project manager in charge of the project.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractors work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

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The Contractor shall restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards. Any work involving disconnect or Switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

SAFETY shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with him at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeyman level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Any technician servicing EPA regulated refrigerants in HVAC units MUST have a valid EPA Section 608 Certification covering the applicable refrigerant. The Contractor/subcontractor will assume responsibility for all EPA fines including those attributable to the Using Agency if the Contractor/subcontractor is found to be illegally, intentionally, or accidentally releasing any regulated refrigerant. Prior to working on any regulated refrigerant-containing equipment, the Contractor/subcontractor shall provide a written statement certifying that they will use EPA-certified refrigerant recovery and recycling equipment when applicable.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall not include New Mexico gross receipts tax or local option tax (es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement. Full Service Plumbing Contractors who do not do HVAC work are allowed to bid under this Price Agreement.

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Request for Quote (RFQ):

Each project under this contract will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted response to the RFQ. Any change orders to the project scope will require an additional RFQ with backup materials and labor costs.

All subcontractor quotes shall be broken down by labor and materials costs and the Contractor shall be allowed a maximum of eight percent markup for administrative costs. Overall markup for General Conditions which includes Project Management, home office overhead, and other off site expenses will be limited to a maximum of ten percent. Actual site expenses such as temporary toilets, fencing, scaffolding, equipment rental, dumpsters and other preapproved expenses will be allowed on a project by project basis.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreement sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements to the awarded Contractor. Specialty services provided from other Statewide Price Agreements shall be coordinated by the Contractor.

When a service is needed, the using agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If the equipment cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for the model, size and type of unit recommended along with relevant efficiency data. The Using Agency's standards will be discussed and taken into consideration when proposing replacement units.

The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the using agency at no cost to the state.

Prior to commencement of any work performed the using agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

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Where work is to be conducted in a state correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The user agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the user agency feel it is in its best interest to provide these extraordinary security services.

The user agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility. Inappropriate behavior by the Contractor, its employees or subcontractors shall immediately cancel this Price Agreement. Any employee of the Contractor found in violation of any law, while on the user agency's property, will be prosecuted.

State/ Using Agency's obligations:

- When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Using Agency shall provide periodic or random inspections of its projects. Using agencies shall be responsible for providing its inspections, the taking of any progress photographs of the work and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to insure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

Any Agency or local public body wishing to utilize this Statewide Price Agreement for services shall:

- For an amount less than sixty thousand (\$60,000), issue a purchase order to the vendor.

OTHER CONSTRUCTION RELATED TERMS AND CONDITIONS:

Time Considerations:

The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Agreement.

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Change Orders (CO) by Purchase Order:

The need for any modifications, for additional work or for credit for work not performed, shall be accomplished and approved in advance by the contracting officer of the Using Agency by issuing a Change Order.

The RFQ may be amended by mutual agreement of the Using Agency and the Contractor upon written notice by either party to the other. Changes in the Work may be accomplished after execution of the Purchase Order, and without invalidating the original or all previous Purchase Orders, by another Purchase Order. Any material change in the Work or Time requires a Change Order that has been finalized by agreement by the Using Agency and based on final accepted proposal from the Contractor. The only time that a superintendent's labor costs can be added to a Change Order are if there is a resultant time extension involved as supported by the effect to the critical path of the project work. This is based on the assumption that the superintendent is onsite for the project duration.

If the Agencies propose to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the notice, have the option to terminate the Project or to agree to the reduced funding.

Mediation:

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:

If this Purchase Order is for the purchase of services, the following terms shall apply when applicable:

- A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the

Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.

- C. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the Using Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
 - (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
 - (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, the Using Agency may:
 - (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or
 - (2) cancel the Purchase Order for default.

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THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

Suspension, Delay or Interruption of Work:

The Using Agency may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the Using Agency may determine. The Purchase Order sum and time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the Purchase Order sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Purchase Order remedy. Any change in Total Compensation must be reflected in another Purchase Order executed.

Time Extension Costs:

Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work: If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are to be considered included in the allowable markups and not added into the General Conditions expenses.

Direct Site Overhead Expenses:

The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary / toilet facilities, etc. for each day added.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

- A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
- B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
- C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
- D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

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Permits and Fees:

- A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.
- B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

- A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.
- B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.
- C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.
- D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:
 - 1. report date and who prepared the report;
 - 2. weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
 - 3. companies present by name and their number of workers, work location, total man hours that day for each company;
 - 4. equipment - type, source, units of work done, location of work, hour meter reading;
 - 5. material brought to site - description, units, quantity, quality, location, time;
 - 6. visitors to site - name, company, time;
 - 7. safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome; and,
 - 8. quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punchlist of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

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Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

- a. Work associated with Punch List(s);
- b. If applicable, testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
- c. If applicable, one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
- d. as-Built drawings delivered in AutoCAD or electronic format;
- e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
- f. delivery of all warranties required by the Work;
- g. If applicable, all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
- h. completed Operations Liability insurance policy certificate, if applicable;
- i. training of staff on all applicable building systems;
- j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
- k. utility transfer to User/Using Agency;
- l. Operations and Maintenance Manuals;
- m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warranty its work for new mechanical systems, appliances and related work, for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance for new installations. The Contractor shall warranty its work for repairs or restoration of existing mechanical systems, appliances and related work for ninety (90) days from the date of acceptance of repair, restoration, replacement or upgrade work for existing systems. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied.

Payment Provisions:

Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

All payments under this Agreement are subject to the following provisions:

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.
- C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

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BID INFORMATION:

Hourly rates are requested for the three (3) levels of personnel as follows:

Journeyman: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed on this project OR graduate of a post-high school HVAC/R program of instruction of two (2) or more years in duration or equivalent; demonstrated record of HVAC/R related continuing education and training and five (5) or more years of actual work experience as a service and/or installation technician in the mechanical equipment/systems, HVAC and refrigeration service and maintenance industry. An experienced plumber may fit this category.

Apprentice: a person with substantial experience in this field of work, but is not yet deemed to be a journeyman. (If the contractor does not employ any Apprentices, that item does not need to be filled in).

Laborer: a person with minimal experience, performing simple tasks as clean-up and other minor forms of labor.

Materials and Parts:

Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification will be permitted.

Mileage and Per Diem: The work to be performed may be throughout the state based on the Zones. The Contractor's cost to perform the work may include any applicable per diem. Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then 100 miles will be subtracted in order to compute the allowable daily trip mileage for each project.

The State of New Mexico reserves the right to award this Price Agreement to multiple vendors.

Bids for these services are requested on a statewide basis. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. The State anticipates awards to Contractors in 6 zones. Each zone will be evaluated separately. A Contractor may bid on multiple zones.

Zone ONE: San Juan, McKinley counties

Zone TWO: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties.

Zone THREE: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties.

Zone FOUR: Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, and Sierra counties.

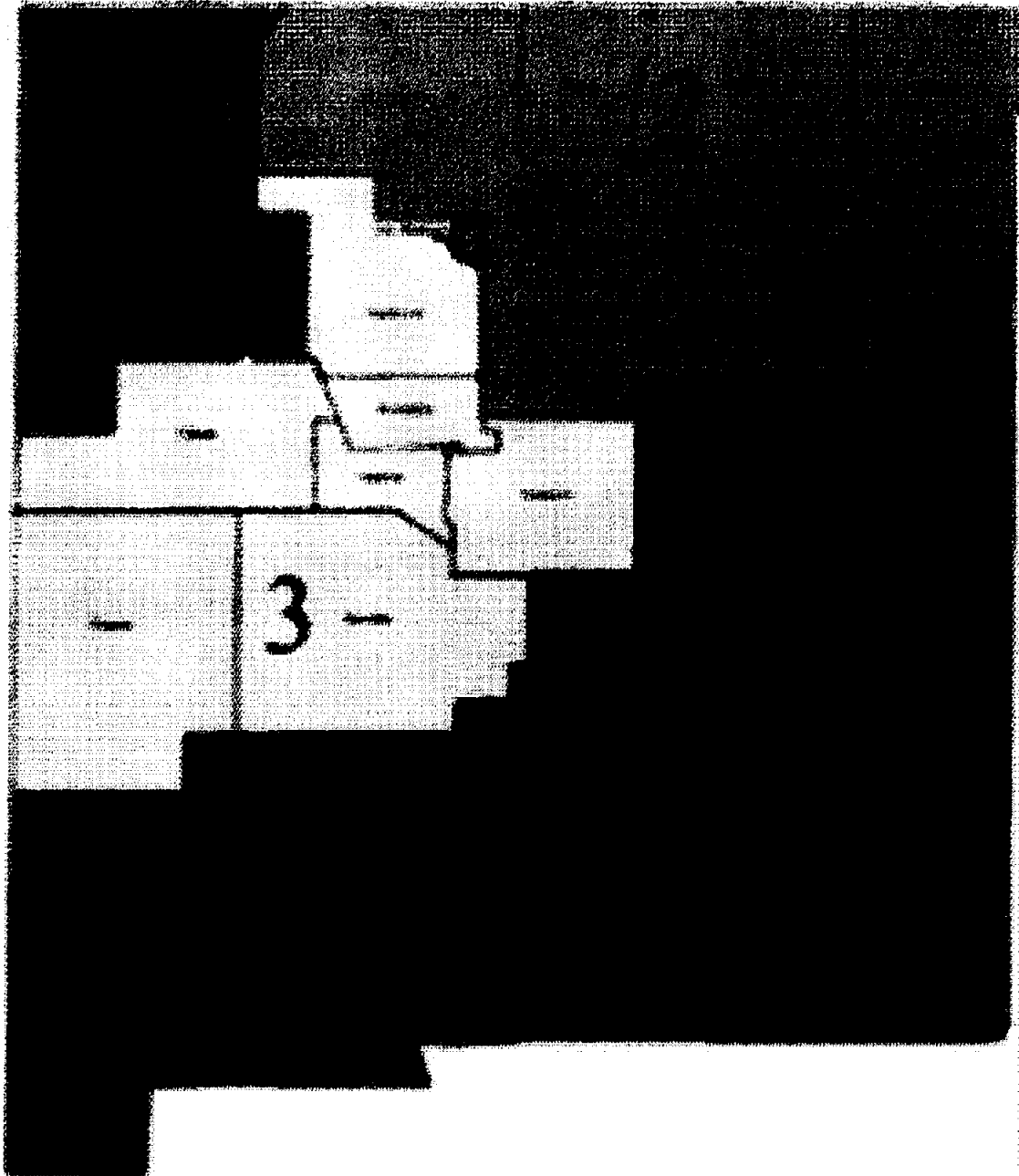
Zone FIVE: Chavez, Eddy, Lea counties

Zone SIX: Curry, De Baca, Guadalupe, Quay, Roosevelt counties

If the Contractor is bidding on multiple zones, it shall indicate applicable prices per zone where the work would be performed. See attached work zone map to determine zones bidding.

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Awarded Items:

Item	Approx. Qty.	Unit	Article Description			
Projects UNDER Sixty Thousand (\$60,000.00)						
1	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$70.00	\$73.00	\$69.00	\$70.00	\$70.00	\$73.00
(AB)	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
(AC)	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00
(AD)	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13	\$78.13
(AE)	\$80.00	\$72.00	\$72.00	\$80.00	\$80.00	\$80.00
(AF)	\$66.00	\$66.00	\$66.00	\$66.00	\$66.00	\$66.00
(AG)	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
(AH)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AI)	\$65.00	\$65.00	\$65.00	\$65.00	\$70.00	\$65.00
(AJ)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AK)	\$76.50	\$76.50	\$76.50	\$76.50	\$76.50	\$76.50
(AL)	No Bid	\$95.00	No Bid	No Bid	No Bid	No Bid
(AM)	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00
(AN)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AO)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
(AP)	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00
(AQ)	No Bid	No Bid	\$98.00	No Bid	No Bid	No Bid
(AR)	\$116.00	\$116.00	\$100.00	\$116.00	\$121.00	\$116.00
(AS)	No Bid	No Bid	\$100.00	No Bid	No Bid	No Bid
(AT)	\$101.00	\$101.00	\$101.00	\$101.00	\$101.00	\$101.00
(AU)	No Bid	\$94.00	\$94.00	\$94.00	\$94.00	No Bid
(AV)	\$102.00	\$105.00	\$99.00	\$105.00	\$110.00	\$105.00
(AW)	\$107.00	\$85.50	\$89.25	\$89.25	\$82.00	\$71.50

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Item	Approx. Qty.	Unit	Article Description			
Projects UNDER Sixty Thousand (\$60,000.00)						
2	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$70.40	\$73.40	\$69.40	\$70.40	\$70.40	\$73.40
(AB)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AC)	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00
(AD)	\$117.20	\$117.20	\$117.20	\$117.20	\$117.20	\$117.20
(AE)	\$120.00	\$108.00	\$108.00	\$120.00	\$120.00	\$120.00
(AF)	\$87.85	\$87.85	\$87.85	\$87.85	\$87.85	\$87.85
(AG)	\$55.50	\$55.50	\$55.50	\$55.50	\$55.50	\$55.50
(AH)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AI)	\$98.00	\$98.00	\$98.00	\$98.00	\$105.00	\$98.00
(AJ)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(AK)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
(AL)	No Bid	\$142.50	No Bid	No Bid	No Bid	No Bid
(AM)	\$109.00	\$109.00	\$109.00	\$109.00	\$109.00	\$109.00
(AN)	\$125.50	\$125.50	\$125.50	\$125.50	\$125.50	\$125.50
(AO)	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
(AP)	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00
(AQ)	No Bid	No Bid	\$98.00	No Bid	No Bid	No Bid
(AR)	\$154.00	\$154.00	\$133.00	\$154.00	\$160.00	\$154.00
(AS)	No Bid	No Bid	\$150.00	No Bid	No Bid	No Bid
(AT)	\$151.50	\$151.50	\$151.50	\$151.50	\$151.50	\$151.50
(AU)	No Bid	\$141.00	\$141.00	\$141.00	\$141.00	No Bid
(AV)	\$153.00	\$158.00	\$148.00	\$158.00	\$165.00	\$158.00
(AW)	\$160.50	\$128.50	\$133.85	\$133.85	\$123.25	\$107.25

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Item	Approx. Qty.	Unit	Article Description			
Projects UNDER Sixty Thousand (\$60,000.00)						
3	1	Hr.	Apprentice/Experienced Worker, regular hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$41.00	\$45.00	\$38.00	\$42.50	\$42.50	\$45.00
(AB)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AD)	\$46.88	\$46.88	\$46.88	\$46.88	\$46.88	\$46.88
(AE)	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
(AF)	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00
(AG)	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
(AI)	\$40.00	\$40.00	\$40.00	\$40.00	\$50.00	\$40.00
(AJ)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AK)	\$58.50	\$58.50	\$58.50	\$58.50	\$58.50	\$58.50
(AL)	No Bid	\$50.00	No Bid	No Bid	No Bid	No Bid
(AM)	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00
(AN)	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00
(AO)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AP)	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00
(AQ)	No Bid	No Bid	\$66.00	No Bid	No Bid	No Bid
(AR)	\$77.00	\$77.00	\$66.00	\$77.00	\$77.00	\$77.00
(AS)	No Bid	No Bid	\$75.00	No Bid	No Bid	No Bid
(AT)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
(AU)	No Bid	\$75.00	\$75.00	\$75.00	\$75.00	No Bid
(AV)	\$60.00	\$63.00	\$58.50	\$63.00	\$65.00	\$63.00
(AW)	\$83.50	\$66.75	\$69.50	\$69.50	\$63.85	\$55.50

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Item	Approx. Qty.	Unit	Article Description			
Projects UNDER Sixty Thousand (\$60,000.00)						
4	1	Hr.	Apprentice/Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$41.40	\$45.40	\$38.40	\$42.90	\$48.00	\$51.00
(AB)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AD)	\$70.33	\$70.33	\$70.33	\$70.33	\$70.33	\$70.33
(AE)	\$67.50	\$67.50	\$67.50	\$67.50	\$67.50	\$67.50
(AF)	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00
(AG)	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00
(AJ)	\$50.00	\$50.00	\$50.00	\$50.00	\$60.00	\$50.00
(AJ)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
(AK)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AL)	No Bid	\$75.00	No Bid	No Bid	No Bid	No Bid
(AM)	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00
(AN)	\$88.50	\$88.50	\$88.50	\$88.50	\$88.50	\$88.50
(AO)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(AP)	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00
(AQ)	No Bid	No Bid	\$66.00	No Bid	No Bid	No Bid
(AR)	\$101.00	\$101.00	\$87.00	\$101.00	\$101.00	\$101.00
(AS)	No Bid	No Bid	\$95.00	No Bid	No Bid	No Bid
(AT)	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00
(AU)	No Bid	\$112.50	\$112.50	\$112.50	\$112.50	No Bid
(AV)	\$90.00	\$95.00	\$87,075.00	\$95.00	\$97.50	\$95.00
(AW)	\$125.00	\$100.00	\$104.00	\$104.00	\$95.75	\$83.50

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Item	Approx. Qty.	Unit	Article Description			
Projects UNDER Sixty Thousand (\$60,000.00)						
5	1	Hr.	Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$32.50	\$36.00	\$28.00	\$33.50	\$33.50	\$36.00
(AB)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AD)	\$36.70	\$36.70	\$36.70	\$36.70	\$36.70	\$36.70
(AE)	\$35.00	\$25.00	\$25.00	\$35.00	\$35.00	\$35.00
(AF)	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
(AG)	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
(AH)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AJ)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(AK)	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00
(AL)	No Bid	\$30.00	No Bid	No Bid	No Bid	No Bid
(AM)	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00
(AN)	\$38.00	\$38.00	\$38.00	\$38.00	\$38.00	\$38.00
(AO)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AP)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(AQ)	No Bid	No Bid	\$56.00	No Bid	No Bid	No Bid
(AR)	\$72.00	\$72.00	\$62.00	\$72.00	\$72.00	\$72.00
(AS)	No Bid	No Bid	\$50.00	No Bid	No Bid	No Bid
(AT)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
(AU)	No Bid	\$75.00	\$75.00	\$75.00	\$75.00	No Bid
(AV)	\$60.00	\$63.00	\$58.50	\$63.00	\$65.00	\$63.00
(AW)	\$59.50	\$47.50	\$49.50	\$49.50	\$45.75	\$40.00

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Item	Approx. Qty.	Unit	Article Description
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Projects UNDER Sixty Thousand (\$60,000.00)

6	1	Hr.					Laborer, after hours worked				
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6					
(AA)	\$32.90	\$36.40	\$28.40	\$33.90	\$33.90	\$36.40					
(AB)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00					
(AD)	\$55.05	\$55.05	\$55.05	\$55.05	\$55.05	\$55.05					
(AE)	\$35.00	\$25.00	\$25.00	\$35.00	\$35.00	\$35.00					
(AF)	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00					
(AG)	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00					
(AH)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00					
(AJ)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00					
(AK)	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00					
(AL)	No Bid	\$45.00	No Bid	No Bid	No Bid	No Bid					
(AM)	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00					
(AN)	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00					
(AO)	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00					
(AP)	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00					
(AQ)	No Bid	No Bid	\$56.00	No Bid	No Bid	No Bid					
(AR)	\$115.00	\$115.00	\$90.00	\$115.00	\$115.00	\$115.00					
(AS)	No Bid	No Bid	\$75.00	No Bid	No Bid	No Bid					
(AT)	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00					
(AU)	No Bid	\$112.50	\$112.50	\$112.50	\$112.50	No Bid					
(AV)	\$90.00	\$95.00	\$87.75	\$95.00	\$97.50	\$95.00					
(AW)	\$89.25	\$71.50	\$74.50	\$74.50	\$68.50	\$59.50					

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Item	Approx. Qty.	Unit	Article Description			
Projects OVER Sixty Thousand (\$60,000.00) - Wage Decision Projects						
7	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$70.00	\$73.00	\$69.00	\$70.00	\$70.00	\$73.00
(AB)	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
(AC)	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00
(AD)	\$73.25	\$73.25	\$73.25	\$73.25	\$73.25	\$73.25
(AE)	\$80.00	\$75.00	\$75.00	\$80.00	\$80.00	\$80.00
(AF)	\$66.00	\$66.00	\$66.00	\$66.00	\$66.00	\$66.00
(AG)	\$54.15	\$54.15	\$54.15	\$54.15	\$54.15	\$54.15
(AH)	\$87.00	\$87.00	\$87.00	\$87.00	\$87.00	\$87.00
(AI)	\$70.00	\$70.00	\$70.00	\$70.00	\$80.00	\$70.00
(AJ)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AK)	\$76.50	\$76.50	\$76.50	\$76.50	\$76.50	\$76.50
(AL)	No Bid	\$100.00	No Bid	No Bid	No Bid	No Bid
(AM)	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00
(AN)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AO)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
(AP)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AQ)	No Bid	No Bid	\$98.00	No Bid	No Bid	No Bid
(AR)	\$150.00	\$150.00	\$120.00	\$150.00	\$150.00	\$150.00
(AS)	No Bid	No Bid	\$110.00	No Bid	No Bid	No Bid
(AT)	\$91.78	\$91.78	\$91.78	\$91.78	\$91.78	\$91.78
(AU)	No Bid	\$98.70	\$98.70	\$98.70	\$98.70	No Bid
(AV)	\$102.00	\$105.00	\$99.00	\$105.00	\$110.00	\$105.00
(AW)	\$166.50	\$133.25	\$138.75	\$138.75	\$127.75	\$111.00

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Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects						
8	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$70.40	\$73.40	\$69.40	\$70.40	\$70.40	\$73.40
(AB)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AC)	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00
(AD)	\$109.88	\$109.88	\$109.88	\$109.88	\$109.88	\$109.88
(AE)	\$120.00	\$112.50	\$112.50	\$120.00	\$120.00	\$120.00
(AF)	\$87.85	\$87.85	\$87.85	\$87.85	\$87.85	\$87.85
(AG)	\$81.25	\$81.25	\$81.25	\$81.25	\$81.25	\$81.25
(AH)	\$94.00	\$94.00	\$94.00	\$94.00	\$94.00	\$94.00
(AI)	\$105.00	\$105.00	\$105.00	\$105.00	\$120.00	\$105.00
(AJ)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(AK)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
(AL)	No Bid	\$150.00	No Bid	No Bid	No Bid	No Bid
(AM)	\$109.00	\$109.00	\$109.00	\$109.00	\$109.00	\$109.00
(AN)	\$127.50	\$127.50	\$127.50	\$127.50	\$127.50	\$127.50
(AO)	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00
(AP)	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
(AQ)	No Bid	No Bid	\$98.00	No Bid	No Bid	No Bid
(AR)	\$70.00	\$70.00	\$60.00	\$70.00	\$70.00	\$70.00
(AS)	No Bid	No Bid	\$160.00	No Bid	No Bid	No Bid
(AT)	\$137.67	\$137.67	\$137.67	\$137.67	\$137.67	\$137.67
(AU)	No Bid	\$148.05	\$148.05	\$148.05	\$148.05	No Bid
(AV)	\$153.00	\$158.00	\$148.00	\$158.00	\$165.00	\$158.00
(AW)	\$245.00	\$200.00	\$205.00	\$205.00	\$190.00	\$165.00

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Projects OVER Sixty Thousand (\$60,000.00) - Wage Decision Projects

9	1	Hr.	Apprentice/Experienced Worker, regular hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$41.00	\$45.00	\$38.00	\$42.50	\$42.50	\$45.00
(AB)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AD)	\$43.95	\$43.95	\$43.95	\$43.95	\$43.95	\$43.95
(AE)	\$50.00	\$45.00	\$45.00	\$50.00	\$50.00	\$50.00
(AF)	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00
(AG)	\$39.25	\$39.25	\$39.25	\$39.25	\$39.25	\$39.25
(AI)	\$50.00	\$50.00	\$50.00	\$50.00	\$60.00	\$50.00
(AJ)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AK)	\$58.50	\$58.50	\$58.50	\$58.50	\$58.50	\$58.50
(AL)	No Bid	\$60.00	No Bid	No Bid	No Bid	No Bid
(AM)	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00
(AN)	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00
(AO)	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
(AP)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(AQ)	No Bid	No Bid	\$76.00	No Bid	No Bid	No Bid
(AR)	\$95.00	\$95.00	\$80.00	\$95.00	\$95.00	\$95.00
(AS)	No Bid	No Bid	\$85.00	No Bid	No Bid	No Bid
(AT)	\$90.41	\$90.41	\$90.41	\$90.41	\$90.41	\$90.41
(AU)	No Bid	\$78.75	\$78.75	\$78.75	\$78.75	No Bid
(AV)	\$60.00	\$63.00	\$58.50	\$63.00	\$65.00	\$63.00
(AW)	\$120.00	\$95.00	\$99.25	\$99.25	\$91.50	\$84.00

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Item	Approx. Qty.	Unit	Article Description			
Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects						
10	1	Hr.	Apprentice/Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$41.40	\$45.40	\$38.40	\$42.90	\$42.90	\$45.40
(AB)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AD)	\$65.93	\$65.93	\$65.93	\$65.93	\$65.93	\$65.93
(AE)	\$75.00	\$67.50	\$67.50	\$75.00	\$75.00	\$75.00
(AF)	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00
(AG)	\$58.85	\$58.85	\$58.85	\$58.85	\$58.85	\$58.85
(AI)	\$75.00	\$75.00	\$75.00	\$75.00	\$90.00	\$75.00
(AJ)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
(AK)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AL)	No Bid	\$90.00	No Bid	No Bid	No Bid	No Bid
(AM)	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00
(AN)	\$88.50	\$88.50	\$88.50	\$88.50	\$88.50	\$88.50
(AO)	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
(AP)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AQ)	No Bid	No Bid	\$76.00	No Bid	No Bid	No Bid
(AR)	\$50.00	\$50.00	\$40.00	\$50.00	\$50.00	\$50.00
(AS)	No Bid	No Bid	\$105.00	No Bid	No Bid	No Bid
(AT)	\$135.61	\$135.61	\$135.61	\$135.61	\$135.61	\$135.61
(AU)	No Bid	\$118.12	\$118.12	\$118.12	\$118.12	No Bid
(AV)	\$90.00	\$95.00	\$87.75	\$95.00	\$97.50	\$95.00
(AW)	\$1,175.00	\$142.50	\$145.00	\$145.00	\$135.00	\$120.00

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Item	Approx. Qty.	Unit	Article Description			
Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects						
11	1	Hr.	Laborer, regular hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$32.50	\$36.00	\$28.00	\$33.50	\$33.50	\$36.00
(AB)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AD)	\$34.41	\$34.41	\$34.41	\$34.41	\$34.41	\$34.41
(AE)	\$30.00	\$25.00	\$25.00	\$30.00	\$30.00	\$30.00
(AF)	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
(AG)	\$28.25	\$28.25	\$28.25	\$28.25	\$28.25	\$28.25
(AH)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AJ)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(AK)	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00
(AL)	No Bid	\$40.00	No Bid	No Bid	No Bid	No Bid
(AM)	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00
(AN)	\$38.00	\$38.00	\$38.00	\$38.00	\$38.00	\$38.00
(AO)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AP)	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00
(AQ)	No Bid	No Bid	\$56.00	No Bid	No Bid	No Bid
(AR)	\$50.00	\$50.00	\$40.00	\$50.00	\$50.00	\$50.00
(AS)	No Bid	No Bid	\$60.00	No Bid	No Bid	No Bid
(AT)	\$90.41	\$90.41	\$90.41	\$90.41	\$90.41	\$90.41
(AU)	No Bid	\$78.75	\$78.75	\$78.75	\$78.75	No Bid
(AV)	\$60.00	\$63.00	\$58.50	\$63.00	\$65.00	\$63.00
(AW)	\$95.00	\$76.50	\$79.50	\$79.50	\$73.00	\$63.50

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Item	Approx. Qty.	Unit	Article Description
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Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects

12	1	Hr.	Laborer, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$32.90	\$36.40	\$28.40	\$33.90	\$33.90	\$36.40
(AB)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AD)	\$51.61	\$51.61	\$51.61	\$51.61	\$51.61	\$51.61
(AE)	\$30.00	\$25.00	\$25.00	\$30.00	\$30.00	\$30.00
(AF)	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
(AG)	\$42.37	\$42.37	\$42.37	\$42.37	\$42.37	\$42.37
(AH)	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00
(AJ)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(AK)	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
(AL)	No Bid	\$60.00	No Bid	No Bid	No Bid	No Bid
(AM)	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00
(AN)	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00
(AO)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(AP)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AQ)	No Bid	No Bid	\$56.00	No Bid	No Bid	No Bid
(AR)	\$70.00	\$70.00	\$60.00	\$70.00	\$70.00	\$70.00
(AS)	No Bid	No Bid	\$85.00	No Bid	No Bid	No Bid
(AT)	\$135.61	\$135.61	\$135.61	\$135.61	\$135.61	\$135.61
(AU)	No Bid	\$118.12	\$118.12	\$118.12	\$118.12	No Bid
(AV)	\$90.00	\$95.00	\$87.75	\$95.00	\$97.50	\$95.00
(AW)	\$143.00	\$114.00	\$120.00	\$120.00	\$110.00	\$95.00

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Item	Approx. Qty.	Unit	Article Description
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13 1 Hr. Diagnosis, project estimates, troubleshooting

Vendor	Unit Price
(AA)	\$79.00
(AB)	\$62.00
(AC)	\$72.00
(AD)	\$125.00
(AE)	\$82.50
(AF)	\$66.00
(AG)	\$100.00
(AH)	\$75.00
(AI)	\$90.00
(AJ)	\$70.00
(AK)	\$76.50
(AL)	\$100.00
(AM)	\$89.00
(AN)	\$75.00
(AO)	\$105.00
(AP)	\$89.00
(AQ)	\$98.00
(AR)	\$100.00
(AS)	\$150.00
(AT)	\$101.00
(AU)	\$94.00
(AV)	\$110.00
(AW)	\$93.75

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14

%

Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	% Discount
(AA)	0%
(AB)	15%
(AC)	7%
(AD)	10% <60K
	15% >60K
(AE)	0%
(AF)	10%
(AH)	0%
(AI)	10%
(AJ)	0.15%
(AK)	15%
(AL)	1%
(AM)	0%
(AN)	20%
(AO)	0%
(AP)	0%
(AQ)	0%
(AR)	10%
(AS)	0%
(AT)	30%
(AU)	10%
(AV)	0%
(AW)	0%

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15

Day

Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person

Vendor	Unit Price
(AA)	\$120.00
(AB)	\$115.00
(AC)	\$75.00
(AD)	Based on Federal 2019 Per Diem Rates for NM.
	Eddy Co: \$222.00
	SF Co: \$184.00
	Taos Co: \$171.00
	All Other Co: \$149.00
(AE)	\$180.00
(AF)	\$30.00
(AG)	\$50.00
(AH)	\$150.00
(AI)	\$225.00
(AJ)	\$130.00
(AK)	\$60.00
(AL)	\$130.00
(AM)	\$130.00
(AN)	\$100.00
(AO)	\$125.00
(AP)	\$185.00
(AQ)	\$120.00
(AR)	\$125.00
(AS)	\$175.00
(AT)	\$189.00
(AU)	\$195.00
(AV)	Zones 1,2,3,4,6: \$135.00 Zone 5: \$435.00
(AW)	\$70.00

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Item	Article Description				
16	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.				
Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AA)	104 Sin Nombre Ct. NE	AnchorBuilt, Inc.	PO Box 27688	Albuquerque, NM 87125	\$0.95
(AB)	9720 Bell Ave. SE	B&D Industries, Inc.	9720 Bell Ave. SE	Albuquerque, NM 87123	\$0.50
(AC)	610 Industrial Ave NE	CAC, Inc.	610 Industrial Ave NE	Albuquerque, NM 87107	\$1.00
(AD)	2700 Vista Grande Dr. NW #59 Albuquerque, NM 87120	Caliber Construction Services	2700 Vista Grande Dr. NW #59	Albuquerque, NM 87120	\$1.25*
	1259 Colonial Parkway Clovis, NM 88101				
* Caliber Construction Services has 2 office locations; mileage will be charged from the location that is the lowest in overall cost.					
(AE)	8920 Adams St. NE Ste. A	Comfort Systems USA SW	8920 Adams St. NE Ste. A	Albuquerque, NM 87113	\$1.55
(AF)	8915 Adams St. Ste. B	Four Winds Mechanical	8915 Adams St. Ste. B	Albuquerque, NM 87113	\$0.99
(AG)	7500 2nd St.	Installation & Service Heating, Inc.	7500 2nd St. NW	Albuquerque, NM 87107	\$0.58
(AH)	98 CR 119	La Mesilla Construction, LLC	98 CR 119	Espanola, NM 87532	\$0.25
(AI)	6060 Isleta Blvd. SW	Welch's Boiler Service, Inc.	6060 Isleta Blvd. SW	Albuquerque, NM 87105	\$1.60
(AJ)	3301 Girard Blvd	Western Mechanical Co.	3301 Girard Blvd	Albuquerque, NM 87107	\$1.25
(AK)	8501 Washington St. NE	Yearout Service, LLC.	8501 Washington St. NE	Albuquerque, NM 87113	\$0.55
(AL)	502 Calle Ben Vigil	A-Plus Plumbing & Heating, Inc.	502 Calle Ben Vigil	Espanola, NM 87532	\$0.75
(AM)	4320 Ellison St. NE	Chardans Mechanical, Inc.	4320 Ellison St. NE	Albuquerque, NM 87109	\$1.10

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00073

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Item	Article Description				
16	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.				
(AN)	107 Candelaria Rd. NW	Donner Plumbing & Heating	107 Candelaria Rd. NW	Albuquerque, NM 87107	\$0.75
(AO)	2600 American Rd. SE Ste. 360	ENGIE Services US	2600 American Rd. SE Ste. 360	Rio Rancho, NM 87124	\$0.58
(AP)	100 Mountain Park Place	GEW Mechanical, Inc.	PO Box 10293	Albuquerque, NM 87184	\$1.89
(AQ)	2006 Southern Blvd. SE	J.D. Zentz, Inc.	2006 Southern Blvd. SE	Rio Rancho, NM 87124	\$0.76
(AR)	501 Eubank Blvd. SE	Jack B. Henderson	501 Eubank Blvd. SE	Albuquerque, NM 87123	\$0.50
(AS)	1404 Sigma Chi Rd. NE	JLC Professional Plumbing & Heating	1404 Sigma Chi Rd. NE	Albuquerque, NM 87106	\$0.75
(AT)	5500 Midway Park Place NE	Johnson Controls, Inc.	5500 Midway Park Place NE	Albuquerque, NM 87109	\$1.80
(AU)	6565 Americas Parkway NE	PC Automated Controls, Inc.	P.O. Box 14945	Albuquerque, NM 87110	\$1.49
(AV)	5000 Edith Blvd. NE	TLC Company, Inc. DBA: TLC Plumbing & Utility	5000 Edith Blvd. NE	Albuquerque, NM 87107	\$1.25
(AW)	1716 W 7th	WWRC, Inc.	1716 W 7th	Clovis, NM 88101	\$3.35

*** 16 Items Total ***



HUB New Mexico

7770 Jefferson Street NE • Suite 101
Albuquerque, NM 87109
Toll-free: 800-800-5661

hubinternational.com

December 10, 2018

To Whom It May Concern:

RE: B & D Industries, Inc.

Ladies & Gentlemen:

HUB International represents B & D Industries, Inc. as their Broker of Record. This letter is to confirm the NCCI Worker's Compensation Experience Modifier for B & D Industries as follows:

January 1, 2015/16	.90
January 1, 2016/17	.79
January 1, 2017/18	.67
January 1, 2018/19	.84
January 1, 2019/20	.77

We are privileged to work with this excellent contractor and recommend them highly. If you have any questions concerning these modifiers please let me know. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Alice C. Foster". The signature is fluid and cursive, with a long horizontal stroke at the end.

Alice C. Foster, CIC, CPCU, CRM
Senior Client Advisor

ACF/hs

cc: Mr. Chris Carrasco
B & D Industries, Inc.

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: KEERS ENVIRONMENTAL INC

Rlak ID: 917766770

Rating Effective Date: 04/01/2019

Production Date: 11/19/2016

State: INTERSTATE

State	W	Exp. Exch. (1999)	Exp. Exch. (1990)	Exp. Rm. (1999)	Ad. Exp. Loans	Balloi	Ad. Inc. Loans	Ad. Rm. (1999)
AZ	.16	482	720	238	0	28,800	0	0
NM	.12	85,955	113,832	27,877	0	41,690	1,425	1,425
TX	.13	889	1,448	577	0	35,175	0	0

W	(C) Exp. Exch. (1999)	(C) Exp. Exch. (1990)	(C) Exp. Rm. (1999)	(C) Acct. Exch. (1999)	(C) Acct. Exch. (1990)	(C) Acct. Rm. (1999)
.12	87,306	116,999	28,692	0	41,490	428

	Factor (F)	Stability Value	Ranking Error	Total
Actual	(I) 428	$C * (1 - A) + G$ 118,319	$(A) * (F)$ 0	(J) 118,747
Expected	(E) 28,692	$C * (1 - A) + G$ 118,319	$(A) * (C)$ 10,477	(K) 157,488
	ARAP	FLARAP	SARAP	MAARAP
Factors	1.00			(J) / (K) .75

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS

DOLLARS WHERE ERA IS APPLIED.

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

Carrier: 28355-000 Policy: EBWCC0013002

Eff-Date: 04-01-2018 Exp-Date: 04-01-2019

Signature: Geralyn Cardenas
Geralyn Cardenas (Aug 17, 2020 08:19 MDT)

Email: gfcardenas@santafenm.gov











GB PWD 20-0370 B&D Industries, Inc - not executed

Final Audit Report

2020-08-17

Created:	2020-08-13
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx2lzmA1UDBT1yrM2-GNEhGa8uYHH6RM-

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