



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

**Awarded Vendor
3 Vendors**

Price Agreement Number: **90-805-18-16743**

Price Agreement Amendment No.: **One**

Term: **June 5, 2019 – June 4, 2021**

**Ship To:
New Mexico Department of Transportation
Various Locations**

Procurement Specialist: Clarke J. Fountain

Telephone No.: (505) 827-0487

Email: ClarkeJ.Fountain@state.nm.us

**Invoice:
New Mexico Department of Transportation
Various Locations**

**For questions regarding this Price Agreement please
contact:
Angela Martinez (505) 570-5740**

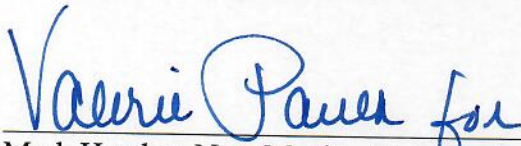
Title: DOT General Services Construction

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 5, 2020 to June 4, 2021 at the same price, terms and conditions.

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

A handwritten signature in blue ink that reads "Valerie Pauer for".

Mark Hayden, New Mexico State Purchasing Agent

Date: 4/23/2020



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
3 Vendors – See page 6

Telephone No.: _____

Price Agreement Number: 90-805-18-16743

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Clarke J. Fountain

Telephone No.: (505) 827-0487

Email: clarkej.fountain@state.nm.us

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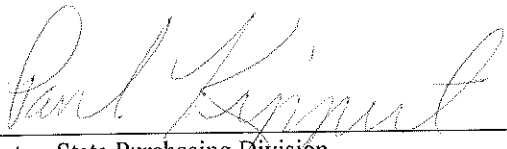
For questions regarding this contract please contact:
Angela Martinez (505) 570-5740

Title: **DOT General Services Construction**

Term: **June 5, 2019 – June 4, 2020**

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

Accepted for the State of New Mexico



Director, State Purchasing Division

Date: **6/5/19**

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

nm

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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,

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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.

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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.insurenemexico.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!*

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency 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 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 either the New Mexico State Purchasing Agent 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 issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in 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 instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – 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 page 1. If vendor is unable to meet stated delivery the State Purchasing Agent 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 for in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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Awarded Vendors:

(AA) 0000059705
EverGuard Roofing, LLC
512 Veranda Rd NW
Albuquerque, NM 87107
505-821-9543
dave@everguardroofing.com

Payment Terms: Net 30 days
Delivery:
FOB: Destination

(AB) 0000090285
GM Emulsion, LLC
5935 Agua Fria Street
Santa Fe, NM 87507
(505) 471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30
Delivery: 5935 Agua Fria Street,
Santa Fe, NM 87507
FOB: Destination

(AC) 0000141388
GME General Building LLC
5935 Agua Fria Street
Santa Fe, NM 87507
(505) 690-3563
erik@gmegeneralbuilding.com

Payment Terms: Net 30
Delivery: 5935 Agua Fria Street,
Santa Fe, NM 87507
FOB: Destination

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Specifications:

The New Mexico Department of Transportation (NMDOT) wishes to establish a Price Agreement for licensed New Mexico contractors to provide miscellaneous repairs, upgrades and new construction services for New Mexico Department of Transportation-owned buildings, facilities and properties throughout the 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 two (2) 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 three (3) years.

Escalation/Reduction:

In the event of a product, fuel, or wage rate increase, an escalation request will be reviewed on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Effective dates for an actual cost increase will not be any sooner than fifteen (15) days from the date the written request is received.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

- Contract Item Number
- Current Item Price
- Proposed New Price
- Percentage of Increase
- Mill/Supplier notification of price increase indicating percent of increase
- Wage Rate Increase

Insurance:

Contractors shall provide all insurances necessary for their employees on the project, including, but not limited to, Workers' Compensation Insurance. Contractors agree to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for their employees. If Contractors fail to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractors 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 the Contractors and/or their employees' own negligent acts or omissions arising under this Statewide Price Agreement. This "Save Harmless and Indemnification Clause" is subject to and is not intended to waive or limit in any way the immunities, provisions and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 comp., Section 57-7-1 NMSA 1978 comp.) and any amendments thereto.

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It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of the Price Agreement to make the public or any member thereof 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 any other claims whatsoever arising under the provisions of this Price Agreement.

The Contractors 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 one million dollars (\$1,000,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

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 will be 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.

Contractors agree to comply with the current prevailing wage rate determination, when applicable to individual projects. For additional information or the current prevailing wage rate, visit <http://www.dws.state.nm.us>.

Bonds:

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 "Notice to Proceed" valued over twenty-five thousand dollars (\$25,000). Said bonds must be provided to the agency requesting the project and are to be filed with the agency's purchasing office. Failure to comply shall result in an order being issued to another vendor, and the difference shall be charged back to the awarded Contractor.

Tax:

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

Compensation:

Compensation for individual orders against this Price Agreement will be based on pricing submitted in this Price Agreement.

Permits/Code:

All work shall be performed in accordance with all applicable New Mexico codes and in accordance with applicable industry standards.

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Awarded Contractors shall be responsible for all permits associated with said work as required by the State of New Mexico, Construction Industries Division (CID). The CID will issue permits for work performed at New Mexico Department of Transportation-owned buildings.

Travel:

Contractors will be allowed travel time and mileage one way from vendor's place of business to job site in excess of fifty (50) miles. If the job requires more than one (1) visit Contractors must have justification and prior approval from the using agency. Mileage will be based by Mapquest.com.

Contractor's 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 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 and other applicable law.

The State of New Mexico will require all bidding Contractors to retain qualifying parties and all construction licenses for General Building Construction. Vendors not meeting these/specified criteria will be considered non- responsive and their bid will not be given any further consideration.

Contractor's New Mexico Construction Industries Division License No(s): _____

Contractor's Classification (s): _____

State Tax ID No.: _____

Public Works Registration Number (must be in force at time of bid). _____

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

To be considered for an award on public works project or any portion of a public works project for sixty thousand dollars (\$60,000) or more, the Contractor, prime contractor or subcontractor must be registered or currently active with the New Mexico Department of Workforce Solutions, Labor Enforcement Fund **prior to submitting a bid.** Bids received from Contractors who are not registered will be considered invalid.

Contractors will be contacted on an as-needed 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 contractors. Failure to respond to a request may be grounds for termination from this Price Agreement.

Contractors and their employees agree to cooperate with and to abide by the rules and requirements of the user agency not to 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 State reserves the right to purchase materials directly from existing Price Agreement sources, and to provide these materials to the Contractors. The Contractors shall provide an itemized, quantifiable list of materials required for the project.

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The State reserves the right to procure specialty services directly from existing other Price Agreements sources, and to provide these specialty services to the Contractors. Specialty services provided from other Price Agreements shall be coordinated by the Contractors.

Pre-Bid Conference:

No pre-bid conference will be held for this Invitation to Bid; however, meetings may be held for individual project orders under this Price Agreement.

Scope of Work:

Contractors shall be licensed "Contractors" capable of providing all coordination, supervision and services required for comprehensive general building construction, renovations and upgrade projects, provide new construction services including incidental design. Contractors shall provide all materials, labor, equipment and tools required to successfully complete the work requested. Contractors shall provide and pay for all required and necessary permits, licenses and fees required to perform the work. Projects may be of short-term or long-term duration throughout the state (see attached District map).

The total cost of each project, including applicable gross receipt tax, shall not exceed one million dollars (\$1,000,000), and the aggregate amount of each agreement awarded shall not exceed ten million (10,000,000).

Contractors shall be capable of providing construction drawings required to construct the work needed to supplement the scope of work and be able to obtain a State of New Mexico Construction Industries Division building permit.

The Contractors shall be capable of providing workforce, with supervision, adequate to perform work eight (8) hours a day, five (5) days per week.

The work to be performed will be throughout the state of New Mexico. The Contractor's cost to perform the work will include any applicable per diem.

Change orders for any contract modifications for additional work or for credit on work not performed shall be approved in advance by owner.

The Contractors agrees to:

1. Furnish all transportation, equipment, labor, materials, and tools required to perform the work as set forth in the scope of work and/or any documents called for to prepare the project.
2. Provide A & E stamped drawings to the level required to perform the work called for in the scope of work and to the level required to obtain building permits, if drawings not provided by owner.
3. Provide skilled supervision and workmen to perform the work required for successful completion and acceptance of the project. All new work shall be performed to the highest industry standards for the type of work being performed.
4. Comply with all local, state and federal laws governing safety, health and sanitation. Contractors shall provide all essential/needed safeguards, safety devices and protective equipment; take any action necessary to protect the life and health of employees on the job; and to protect the property of the State in connection with the performance of the work covered by this Price Agreement.

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5. Provide the workmen adequate insurance, including, but not limited to Workers' Compensation Insurance.
6. Make all arrangements for the storage of its tools, equipment, and materials needed and required to perform the work.
7. Restore any damage to existing, adjacent finishes to their original condition, and to make new work inconspicuous with the existing, adjacent finishes.
8. Be responsible for the clean-up of all work areas, adjacent areas and the proper disposal of all construction debris in an approved landfill. Existing on-site trash containers shall not be used for the disposal of the Contractor's construction debris.
9. Purchase all necessary and appropriate material at the best price attainable. Contractors must attach to the invoice for payment the original invoices for materials incorporated into the project.
10. Provide a written, itemized (labor, subcontractors, materials mobilization) quote within fifteen (15) days of receiving a detailed scope of work or drawings for each said project. Quote shall include all the costs of the work to be performed, the amount of time required for the completion of the project and any exceptions or alternatives to the scope of work and be submitted to the using agency at no cost to the State.
11. Not begin any work until receiving a Notice to Proceed from the contracting officer of the using agency requesting this work.
12. Respond to New Mexico Department of Transportation's request for emergency services within four (4) hours of receipt of the request. Contractors shall have experience in all areas of the work set forth in this Invitation to Bid.

State Obligations:

1. When a service is needed, owner shall provide at a minimum, a detailed scope of work and/or drawings defining work required.
2. Obtain from the New Mexico Department of Workforce Solutions a wage rate decision for any project estimated to be greater than sixty thousand dollars (\$60,000) and provide to the Contractors prior to receiving a quote from the Contractors.
3. Allow the Contractors limited use of on-site utilities for projects at an existing building.
4. Owner Project Management shall provide periodic or random inspections of its projects. Including but not limited to the taking of any progress photographs of the work and preparation of field observation reports.
5. Conduct on-site meetings with the Contractors, on an as-needed basis, to insure compliance with the scope of work for the project and/or project drawings; provide assistance and guidance to resolve problems that may arise during the project and to ensure quality of the work and materials being incorporated into the project.
6. Process requests for payment within thirty (30) days of the date of invoice.

Payment shall be made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon owner acceptance of the work.

Owner reserves the right to obtain quotes from multiple vendors covered under this Price Agreement and award a task to a contractor based on the quotes.

This Price Agreement shall not be altered, changed or amended except by an instrument in writing and executed by the parties hereto.

Hourly rates are requested for the following personnel:

Superintendent: a supervisory person familiar with all work involved in a project with the authority to act on behalf of the prime contractor for the project.

Journeyman: a person licensed by the State of New Mexico as a journeyman in the specialized field of the work required.

Apprentice: a person with substantial experience in this field of work, but not yet licensed as a journeyman.

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

Rental of Equipment:

Contractors shall submit billings based on actual costs for rental of equipment. Contractors shall provide verification that rental of equipment was used for the project. There shall be zero percent markup on equipment Markups are not allowed.

Materials:

Contractors shall submit billings based on actual Contractor costs for materials and rates provided by the Contractor and listed in this Price Agreement. Contractors shall provide verification that materials purchased were used for the project. Any unused, billed materials shall be turned over to the owner for which the work was provided.

There shall be zero percent markup on materials Markups are not allowed

Contractors shall provide copies of the invoices for the associated parts and materials used in the project, indicating the vendor who provided the materials, the project for which the materials were to be used and the date the purchases were made. Any stored materials must be secured on New Mexico Department of Transportation property or in a bonded and insured facility; and proper documentation shall be furnished to and for the New Mexico Department of Transportation, (owner), before payment for that material can be requested.

The New Mexico Department of Transportation requires that all materials shall be new, of the highest quality, at the best obtainable price available and suitable for the type of work being performed.

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

The Contractors shall visit the site and compare the 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 markup percentage on subcontracts is being used for cost evaluation purposes, and if an agreement is awarded, Contractors' mark-up on subcontractors will be capped at this amount for any downstream projects awarded under such an agreement.

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The Contractors shall begin the work based on the priority identified by the agency. Any delay beyond the stated completion date shall be upon agreement by the owner and the Contractors.

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

The agency reserves the right to escort any or all of the Contractors employees off their property, for any inappropriate conduct or actions that jeopardize the safety, security or well-being of the facility, state employees or the public. Inappropriate behavior by the Contractors, their employees or subcontractors may immediately cancel this Price Agreement. Any employees of the Contractors found in violation of any law, while on the agency's property, will be prosecuted.

Multiple Awards:

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, 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 and separate awards for each District or combination of Districts may be utilized. No more than three (3) Contractors will be awarded per district. Contractors are encouraged to bid only in the Districts where they may adequately service this Price Agreement. The intent of this Price Agreement is to issue awards to companies who may best be able to perform the work in an effective and efficient manner. A six (6) District map is attached and made part of this solicitation.

If the Contractors are bidding on multiple Districts, they shall indicate applicable prices per district where the work would be performed. See attached District map to determine Districts bidding.

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| Item | Approx. Qty. | Unit | Article and Description | Unit Price AA | Unit Price AB | Unit Price AC |
|------|-----------------|------|---|--|--|--|
| 001 | 1 | Hr. | Prime Contractor's superintendent, regular hours worked (8am-5pm) | D1: \$31.38 D2: \$31.38 D3: \$31.38 D4: \$31.38 D5: \$31.38 D6: \$31.38 | D1: \$34.00 D2: \$34.00 D3: \$34.00 D4: \$34.00 D5: \$34.00 D6: \$34.00 | D1: \$35.00 D2: \$35.00 D3: \$35.00 D4: \$35.00 D5: \$35.00 D6: \$35.00 |
| 002 | 1 | Hr. | Prime contractor's superintendent, hours worked (5pm-8am) | D1: \$43.27 D2: \$43.27 D3: \$43.27 D4: \$43.27 D5: \$43.27 D6: \$43.27 | D1: \$41.00 D2: \$41.00 D3: \$41.00 D4: \$41.00 D5: \$41.00 D6: \$41.00 | D1: \$40.00 D2: \$40.00 D3: \$40.00 D4: \$40.00 D5: \$40.00 D6: \$40.00 |
| 003 | 1 | Hr. | Prime contractor's superintendent, weekend hours worked | D1: \$43.27 D2: \$43.27 D3: \$43.27 D4: \$43.27 D5: \$43.27 D6: \$43.27 | D1: \$44.00 D2: \$44.00 D3: \$44.00 D4: \$44.00 D5: \$44.00 D6: \$44.00 | D1: \$45.00 D2: \$45.00 D3: \$45.00 D4: \$45.00 D5: \$45.00 D6: \$45.00 |
| 004 | 1 | Hr. | Prime contractor's superintendent, holiday hours worked | D1: \$43.27 D2: \$43.27 D3: \$43.27 D4: \$43.27 D5: \$43.27 D6: \$43.27 | D1: \$61.00 D2: \$61.00 D3: \$61.00 D4: \$61.00 D5: \$61.00 D6: \$61.00 | D1: \$60.00 D2: \$60.00 D3: \$60.00 D4: \$60.00 D5: \$60.00 D6: \$60.00 |
| 005 | 1 | Hr. | Median wage for certified, licensed journeyman, regular hours worked, projects less than \$60,000 | D1: \$31.38 D2: \$31.38 D3: \$31.38 D4: \$31.38 D5: \$31.38 D6: \$31.38 | D1: \$29.00 D2: \$29.00 D3: \$29.00 D4: \$29.00 D5: \$29.00 D6: \$29.00 | D1: \$30.00 D2: \$30.00 D3: \$30.00 D4: \$30.00 D5: \$30.00 D6: \$30.00 |

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| Item | Approx. Qty. | Unit | Article and Description | Unit Price AA | Unit Price AB | Unit Price AC |
|------|-----------------|------|---|--|--|--|
| 006 | 1 | Hr. | Hourly Median wage for certified, licensed journeyman, regular hours worked, projects greater than \$60,000 | D1: \$32.89 D2: \$32.89 D3: \$32.89 D4: \$32.89 D5: \$32.89 D6: \$32.89 | D1: \$33.00 D2: \$33.00 D3: \$33.00 D4: \$33.00 D5: \$33.00 D6: \$33.00 | D1: \$32.00 D2: \$32.00 D3: \$32.00 D4: \$32.00 D5: \$32.00 D6: \$32.00 |
| 007 | 1 | Hr. | Median wage for certified, licensed journeyman, hours worked (5pm-8am), projects less than \$60,000 | D1: \$31.38 D2: \$31.38 D3: \$31.38 D4: \$31.38 D5: \$31.38 D6: \$31.38 | D1: \$31.00 D2: \$31.00 D3: \$31.00 D4: \$31.00 D5: \$31.00 D6: \$31.00 | D1: \$32.00 D2: \$32.00 D3: \$32.00 D4: \$32.00 D5: \$32.00 D6: \$32.00 |
| 008 | 1 | Hr. | Median wage for certified, licensed journeyman, hours worked (5pm-8am), projects greater than \$60,000 | D1: \$32.89 D2: \$32.89 D3: \$32.89 D4: \$32.89 D5: \$32.89 D6: \$32.89 | D1: \$36.00 D2: \$36.00 D3: \$36.00 D4: \$36.00 D5: \$36.00 D6: \$36.00 | D1: \$35.00 D2: \$35.00 D3: \$35.00 D4: \$35.00 D5: \$35.00 D6: \$35.00 |
| 009 | 1 | Hr. | Median wage for certified, licensed journeyman, weekend hours worked, projects less than \$60,000 | D1: \$31.38 D2: \$31.38 D3: \$31.38 D4: \$31.38 D5: \$31.38 D6: \$31.38 | D1: \$41.00 D2: \$41.00 D3: \$41.00 D4: \$41.00 D5: \$41.00 D6: \$41.00 | D1: \$42.00 D2: \$42.00 D3: \$42.00 D4: \$42.00 D5: \$42.00 D6: \$42.00 |
| 010 | 1 | Hr. | Median wage for certified, licensed journeyman, weekend hours worked, project greater than \$60,000 | D1: \$32.89 D2: \$32.89 D3: \$32.89 D4: \$32.89 D5: \$32.89 D6: \$32.89 | D1: \$46.00 D2: \$46.00 D3: \$46.00 D4: \$46.00 D5: \$46.00 D6: \$46.00 | D1: \$45.00 D2: \$45.00 D3: \$45.00 D4: \$45.00 D5: \$45.00 D6: \$45.00 |
| 011 | 1 | Hr. | Median wage for certified, licensed journeyman, holiday hours worked, projects less than \$60,000 | D1: \$31.38 D2: \$31.38 D3: \$31.38 D4: \$31.38 D5: \$31.38 D6: \$31.38 | D1: \$44.00 D2: \$44.00 D3: \$44.00 D4: \$44.00 D5: \$44.00 D6: \$44.00 | D1: \$45.00 D2: \$45.00 D3: \$45.00 D4: \$45.00 D5: \$45.00 D6: \$45.00 |

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| Item | Approx. Qty. | Unit | Article and Description | Unit Price AA | Unit Price AB | Unit Price AC |
|------|-----------------|------|--|--|--|--|
| 012 | 1 | Hr. | Median wage for certified, licensed journeyman, holiday hours worked, projects greater than \$60,000 | D1: \$32.89 D2: \$32.89 D3: \$32.89 D4: \$32.89 D5: \$32.89 D6: \$32.89 | D1: \$56.00 D2: \$56.00 D3: \$56.00 D4: \$56.00 D5: \$56.00 D6: \$56.00 | D1: \$55.00 D2: \$55.00 D3: \$55.00 D4: \$55.00 D5: \$55.00 D6: \$55.00 |
| 013 | 1 | Hr. | Median wage for experienced apprentice, regular hours worked, projects less than \$60,000 | D1: \$31.38 D2: \$31.38 D3: \$31.38 D4: \$31.38 D5: \$31.38 D6: \$31.38 | D1: \$24.00 D2: \$24.00 D3: \$24.00 D4: \$24.00 D5: \$24.00 D6: \$24.00 | D1: \$25.00 D2: \$25.00 D3: \$25.00 D4: \$25.00 D5: \$25.00 D6: \$25.00 |
| 014 | 1 | Hr. | Median wage for experienced apprentice, regular hours worked, projects greater than \$60,000 | D1: \$32.89 D2: \$32.89 D3: \$32.89 D4: \$32.89 D5: \$32.89 D6: \$32.89 | D1: \$29.00 D2: \$29.00 D3: \$29.00 D4: \$29.00 D5: \$29.00 D6: \$29.00 | D1: \$28.00 D2: \$28.00 D3: \$28.00 D4: \$28.00 D5: \$28.00 D6: \$28.00 |
| 015 | 1 | Hr. | Median wage for experienced apprentice, hours worked after 5pm-8am, projects less than \$60,000 | D1: \$31.38 D2: \$31.38 D3: \$31.38 D4: \$31.38 D5: \$31.38 D6: \$31.38 | D1: \$27.00 D2: \$27.00 D3: \$27.00 D4: \$27.00 D5: \$27.00 D6: \$27.00 | D1: \$28.00 D2: \$28.00 D3: \$28.00 D4: \$28.00 D5: \$28.00 D6: \$28.00 |
| 016 | 1 | Hr. | Median wage for experienced apprentice, hours worked after 5pm-8am, projects greater than \$60,000 | D1: \$32.89 D2: \$32.89 D3: \$32.89 D4: \$32.89 D5: \$32.89 D6: \$32.89 | D1: \$31.00 D2: \$31.00 D3: \$31.00 D4: \$31.00 D5: \$31.00 D6: \$31.00 | D1: \$30.00 D2: \$30.00 D3: \$30.00 D4: \$30.00 D5: \$30.00 D6: \$30.00 |
| 017 | 1 | Hr. | Hourly Median wage for experienced apprentice, weekend hours worked, projects less than \$60,000 | D1: \$31.38 D2: \$31.38 D3: \$31.38 D4: \$31.38 D5: \$31.38 D6: \$31.38 | D1: \$24.00 D2: \$24.00 D3: \$24.00 D4: \$24.00 D5: \$24.00 D6: \$24.00 | D1: \$25.00 D2: \$25.00 D3: \$25.00 D4: \$25.00 D5: \$25.00 D6: \$25.00 |

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| Item | Approx. Qty. | Unit | Article and Description | Unit Price AA | Unit Price AB | Unit Price AC |
|------|-----------------|------------|---|--|--|--|
| 018 | 1 | Hr. | Median wage for experienced apprentice, weekend hours worked, projects greater than \$60,000 | D1: \$32.89 D2: \$32.89 D3: \$32.89 D4: \$32.89 D5: \$32.89 D6: \$32.89 | D1: \$29.00 D2: \$29.00 D3: \$29.00 D4: \$29.00 D5: \$29.00 D6: \$29.00 | D1: \$28.00 D2: \$28.00 D3: \$28.00 D4: \$28.00 D5: \$28.00 D6: \$28.00 |
| 019 | 1 | Mile | One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested jobsite, for travel in excess of 50 miles one way, based on Mapquest.com | \$0.54 | \$1.25 | \$1.20 |
| 020 | 1 | Percentage | Percent Discount Offered on Equipment Rental | 0.00% | 0.00% | 0.00% |

*** 20 Items Total ***