



**ALBUQUERQUE
PUBLIC SCHOOLS**

Accelerate Progress for Students

PROCUREMENT DEPARTMENT
Rennette R. Apodaca, MPA, CPPO
EXECUTIVE DIRECTOR OF PROCUREMENT

Scott Elder
SUPERINTENDENT

December 10, 2021

**RFP # 22-029 RRR
TITLE: ELECTRICAL SERVICES ON DEMAND
ADDENDUM #1**

Question 1. Will the Original Bid Bond need to be delivered or will an electronic copy included in the RFP response be sufficient:

Response: An electronic copy of the Bonding information is to be submitted as part of the proposal requirement.

Question 2: There seems to be some items required throughout the RFP that are not specified on the Proposal Format outline on page 26-27. Please clarify in what section and before/after which documents APS would like the following to appear.

a. Evaluation Criteria Documentation:

Response: Page 26-27: Titled: Submittal Requirement: Defines where each Evaluation Criteria is to be entered.

Section 1 -Letter of Transmittal

Section 2 -**Qualifications**

Section 3 -**Experience – Past Performance**

Section 4 -**Assigned Personnel – Contract Staffing**

Section 5 -**Management Plan – Approach/Methodology**

Section 6 -**Health and Safety**

Section 7 -**Pricing**

Section 8 -Required Forms

b. TRA-SER Discount off list (page 41-42) Response: Enter in Section 7: Pricing

c. Contractors Licenses/s (page 17-28) Response: Enter in Section 8: Required Forms

d. Subcontractor Listing (page 44) Response: Enter in Section 8: Required Forms

e. Addendums (if applicable) Response: Enter in Section 8: Required Forms

f. Offeror's Information Form (page 31): Response: Enter in Section 1: Letter of Transmittal

Question 3: The Price Proposal Form as required on page 27 Pricing-PRICE PROPOSAL-DETAILED REQUIREMENTS PRICE PROPOSAL FORM ITEM #2 does not seem to be included in the RFP. Please provide clarification or forms for this section.

Response: Omit item #2, Price Proposal Form: not required for this RFP: Labor Rates are used for this RFP.



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Question 3: We would like to request to view copies of the current contracts of awarded vendors from the last Request for Proposal.

Response: The contracts of the awarded vendors are attached to this addenda for all interested parties to review.

REMINDER: AS STATED IN THE SUBMITTAL REQUIREMENTS PAGE 26, PLEASE UPLOAD ONLY ONE FILE THAT CONTAINS ALL DOCUMENTATION IN VENDOR REGISTRY: THE ONLY EXCEPTION IS IF THE HEALTH AND SAFETY FILE IS EXCESSIVELY LARGE: TITLE IT AS FOLLOWS: VENDOR NAME/SAFETY MANUAL.

ACKNOWLEDGE ADDENDUM WITH RFP SUBMITTAL:

Addendum not signed and returned may cause RFP to be non-responsive and may be rejected.

COMPANY/FIRM NAME

SIGNATURE

**Robert Rodarte, CPPO, CPPB
Senior Construction Buyer
Albuquerque Public Schools
Robert.rodarte@aps.edu**



**ALBUQUERQUE
PUBLIC SCHOOLS**

**PRICE AGREEMENT NO. 15258
AMENDMENT NO.**

**ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION
PO BOX 25704
ALBUQUERQUE, NEW MEXICO 87126
PHONE (505) 881-8415
FAX (505) 830-1181**

**V
E
N
D
O
R**

B&D Industries
9720 Bell Avenue SE
Albuquerque, NM 87123

SHIP TO

Facilities, Design & Construction Maintenance &
Operations Department
915 Oak St. NE
Albuquerque, NM 87106

**ATTENTION
OF**

Karen Alarid, John Dufay

DATE	VENDOR CODE
1/28/2019	10290

The Procurement Code, Sections 13-1-28 through 13-1-189 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes, gratitudes and kickbacks.

**PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES,
CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.**

ITEMS, TERMS, & CONDITIONS

PRICE AGREEMENT

Electrical Services on Demand
Contract Term: January 30, 2019 - January 29, 2022
Per terms and conditions of: RFP 19-017KN
Board Approved: 1/28/2019
Pricing Attached

SERVICES AND/OR GOODS TO BE PROVIDED: The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

MINIMUM AMOUNT: Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

QUOTES AND PAYMENT: The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. If a quote is based on a percentage discount, the quote should document the list price, discount percent, and final price. The invoice submitted for payment shall match the quote and shall note the purchase order number.

Amendments: This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

Reason for Amendment:

Contact: Clinton Beall


Phone: 505-299-4464

Email: clinton@bandindustries.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

VENDOR AUTHORIZED SIGNATURE


Date: 2/4/19


Date: 1/30/2019

ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

1. INSPECTION. The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.

2. WARRANTIES. Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.

3. ASSIGNMENT. Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

4. CHANGES. APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

5. LABOR DISPUTES. Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.

6. TERMINATION AND DELAYS. APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.

APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub suppliers at any tier.

7. AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.

8. INDEMNIFICATION AND INSURANCE. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.

9. PATENT AND COPYRIGHT INDEMNITY. Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.

10. DISCOUNTS. APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.

11. CONTINGENCY FEES. Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. PENALTIES. The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

13. TITLE AND DELIVERY. Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.

14. TAX STATUS. APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.

15. APPLICABLE LAWS. If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.



LABOR PRICING

Contractor agrees to perform the work according to the conditions and specifications described herein at the prices stated in the pages following throughout the time period of this contract.

NOTE: Complete labor quotations for all job classifications to be utilize during the life of the contract to ensure that APS is charged for the actual needed job level(s). A blank labor pricing page is provided for classifications which may be omitted, copy as necessary and use the wage stated in the Prevailing Wage Rates as the base hourly rate. (Prevailing Wage Rates can be found here: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>) Evaluation will be based on comparison and verification of submitted information.

Shift work defined as extra compensation for working other than regular daytime hours may be allowed. This can occur if it becomes necessary to work, for example, a swing shift between 3:30 PM and Midnight in order to complete a project during hours that the school is not normally open. In this event, hourly rates will be charged as indicated under "shift differential" on the pricing pages. In general, shift differential rates will be more than the regular straight time rate but less than the overtime rate.

Overtime/holiday rates will be allowable only in emergency situations and only with prior approval of the APS Project Manager or designee. Define in the provided space, your company's policy on overtime payment (over 40 hours, over 8 hours, etc.)

Be advised that the percentage your company assigns to any given portion of the labor will be the cost driver, not the dollar figure entered on the bid form. In other words, if Health & Welfare is to be 10.5% on an hourly base wage of \$10.00, then the dollar figure should be \$1.05. It is the percentage that governs.

If your firm has an apprenticeship program, discuss the program you have. Said program must be registered with the State of New Mexico. Identify the number of periods and the percentages of journeyman rates which apply. Invoices will identify apprentices and bill at the quoted rates.

B&D is signatory to IBEW Local Union 611; therefore, our field employees are trained through an indentured apprenticeship program that focuses on trade-specific codes and safety rules, specifications and regulations.

All B&D employees also attend company provided new hire training, safety and process training specific to job and trade needs. This training can include Respiratory (OSHA 29 CFR 1910.134), Confined Space (OSHA 29 CFR 1910.146) Lockout / Tagout (OSHA 29 CFR 1910.147, 1926.417, and NFPA 70E 2012). B&D trainers are OSHA 500 authorized and also carry certifications for training additional skills such as CPR/FA/AED, flagging and traffic control. Training records are managed and logged within the in-house record management system. Local Union 611 has five periods. The percentages of journeymen rates that apply are below.

Apprentice	Percentage of Journeyman Rate
1.0	50%
1.5	55%
2.0	60%
2.5	65%
3.0	70%
3.5	75%
4.0	80%
4.5	85%
5.0	90%
5.5	95%



LABOR RATES -

Hourly labor costs must include prevailing wage rates for the classification and overhead and profit (excluding NMGRT)

Position	Hours	Hourly Rate
EL-01 High Voltage	Base Hourly Rate: 7:00 am - 5:00 pm, Monday - Friday Excluding weekends and holidays	\$ 53.13
	Overtime Rate: 5:01 pm - 6:59 am, Monday - Friday Excluding weekends and holidays	\$ 71.95
Journeyman	Base Hourly Rate: 7:00 am - 5:00 pm, Monday - Friday Excluding weekends and holidays	\$ 57.64
	Overtime Rate: 5:01 pm - 6:59 am, Monday - Friday Excluding weekends and holidays	\$ 75.54
5 th Year Apprentice	Base Hourly Rate: 7:00 am - 5:00 pm, Monday - Friday Excluding weekends and holidays	\$ 42.35
	Overtime Rate: 5:01 pm - 6:59 am, Monday - Friday Excluding weekends and holidays	\$ 59.47
4 th Year Apprentice	Base Hourly Rate: 7:00 am - 5:00 pm, Monday - Friday Excluding weekends and holidays	\$ 34.62
	Overtime Rate: 5:01 pm - 6:59 am, Monday - Friday Excluding weekends and holidays	\$ 49.58
3 rd Year Apprentice	Base Hourly Rate: 7:00 am - 5:00 pm, Monday - Friday Excluding weekends and holidays	\$ 32.37
	Overtime Rate: 5:01 pm - 6:59 am, Monday - Friday Excluding weekends and holidays	\$ 43.11
2 nd Year Apprentice	Base Hourly Rate: 7:00 am - 5:00 pm, Monday - Friday Excluding weekends and holidays	\$ 28.89
	Overtime Rate: 5:01 pm - 6:59 am, Monday - Friday Excluding weekends and holidays	\$ 38.78
1 st Year Apprentice	Base Hourly Rate: 7:00 am - 5:00 pm, Monday - Friday Excluding weekends and holidays	\$ 24.85
	Overtime Rate: 5:01 pm - 6:59 am, Monday - Friday Excluding weekends and holidays	\$ 34.06
TOTAL		\$646.34



POSITION 1: GROUNDMAN

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)			\$	<u>22.36</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)				
Health & Welfare	<u>N/A</u>	%	\$	<u>5.60</u>
Pension	<u>N/A</u>	%	\$	<u>2.42</u>
Other (If Applicable):				
	<u>N/A</u>	%	\$	<u>N/A</u>
	<u>N/A</u>	%	\$	<u>N/A</u>
			\$	<u>30.38</u>
				Subtotal A

B. Other Direct Labor Overhead

1. FICA	<u>7.65</u>	%	\$	<u>1.71</u>
2. Federal Unemployment	<u>0.60</u>	%	\$	<u>0.13</u>
3. State Unemployment	<u>3.20</u>	%	\$	<u>0.72</u>
4. Workers' Comp. Ins.	<u>4.50</u>	%	\$	<u>1.01</u>
5. General Liability Ins.	<u>2.00</u>	%	\$	<u>0.45</u>
6. Other (If Applicable):				
Apprenticeship	<u>N/A</u>	%	\$	<u>0.67</u>
N/A	<u>N/A</u>	%	\$	<u>N/A</u>
			\$	<u>4.69</u>
				Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)			\$	<u>1.75</u>
				Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)

Base Hourly Rate and Items A, B, C:			\$	<u>36.82</u>
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All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>41.52</u>
Holiday Rate: Total Fee Rate	\$	<u>64.51</u>
Overtime Rate: Total Fee Rate	\$	<u>50.66</u>



POSITION 2: EQUIPMENT OPERATOR

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)			\$	<u>32.08</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)				
Health & Welfare	<u>N/A</u>	%	\$	<u>5.60</u>
Pension	<u>N/A</u>	%	\$	<u>2.42</u>
Other (If Applicable):				
	<u>N/A</u>	%	\$	<u>N/A</u>
	<u>N/A</u>	%	\$	<u>N/A</u>
			\$	<u>40.10</u>
				Subtotal A

B. Other Direct Labor Overhead

1. FICA	<u>7.65</u>	%	\$	<u>2.45</u>
2. Federal Unemployment	<u>0.60</u>	%	\$	<u>0.19</u>
3. State Unemployment	<u>3.20</u>	%	\$	<u>1.03</u>
4. Workers' Comp. Ins.	<u>4.50</u>	%	\$	<u>1.44</u>
5. General Liability Ins.	<u>2.00</u>	%	\$	<u>0.64</u>
6. Other (If Applicable):				
Apprenticeship	<u>N/A</u>	%	\$	<u>0.67</u>
	<u>N/A</u>	%	\$	<u>N/A</u>
			\$	<u>6.42</u>
				Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)	\$	<u>2.33</u>
		Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)

Base Hourly Rate and Items A, B, C:

\$ 48.85

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>55.60</u>
Holiday Rate: Total Fee Rate	\$	<u>84.37</u>
Overtime Rate: Total Fee Rate	\$	<u>65.45</u>



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POSITION 3: LINEMAN/TECH

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$	<u>37.75</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	N/A %	\$	<u>5.60</u>
Pension	N/A %	\$	<u>4.20</u>
Other (If Applicable):			
NEBF	3.00 %	\$	<u>1.13</u>
NECA	0.50 %	\$	<u>0.19</u>
		\$	<u>48.87</u>
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	7.65 %	\$	<u>2.87</u>
2. Federal Unemployment	0.06 %	\$	<u>0.23</u>
3. State Unemployment	3.20 %	\$	<u>1.21</u>
4. Workers' Comp. Ins.	4.50 %	\$	<u>1.70</u>
5. General Liability Ins.	2.00 %	\$	<u>0.76</u>
6. Other (If Applicable):			
NMLCC/LMCC/CAF	N/A %	\$	<u>0.41</u>
Apprenticeship	N/A %	\$	<u>0.67</u>
		\$	<u>7.85</u>
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)	\$	<u>7.55</u>
		Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)

Base Hourly Rate and Items A, B, C:

\$ 64.27

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>73.44</u>
Holiday Rate: Total Fee Rate	\$	<u>118.54</u>
Overtime Rate: Total Fee Rate	\$	<u>91.38</u>



POSITION 4: OUTSIDE CLASSIFICATION CABLE SPLICER

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$	41.53
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	N/A %	\$	3.09
Pension	N/A %	\$	5.60
Other (If Applicable):			
N/A	N/A %	\$	N/A
N/A	N/A %	\$	N/A
		\$	50.22
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	7.65 %	\$	3.18
2. Federal Unemployment	0.60 %	\$	0.25
3. State Unemployment	3.20 %	\$	1.33
4. Workers' Comp. Ins.	4.50 %	\$	1.87
5. General Liability Ins.	2.00 %	\$	0.83
6. Other (If Applicable):			
Apprenticeship	N/A %	\$	0.67
N/A	N/A %	\$	N/A
		\$	8.13
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)	\$	2.92
		Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 61.27

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>66.67</u>
Holiday Rate: Total Fee Rate	\$	<u>107.33</u>
Overtime Rate: Total Fee Rate	\$	<u>82.84</u>



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POSITION 5: INSIDE CLASSIFICATION CABLE SPLICER

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)			\$	<u>33.44</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)				
Health & Welfare	<u>N/A</u>	%	\$	<u>5.60</u>
Pension	<u>N/A</u>	%	\$	<u>2.42</u>
Other (If Applicable):				
	<u>N/A</u>		\$	<u>N/A</u>
	<u>N/A</u>		\$	<u>N/A</u>
		%	\$	
			\$	<u>41.46</u>
				Subtotal A

B. Other Direct Labor Overhead

1. FICA	<u>7.65</u>	%	\$	<u>2.56</u>
2. Federal Unemployment	<u>0.60</u>	%	\$	<u>0.20</u>
3. State Unemployment	<u>3.20</u>	%	\$	<u>1.07</u>
4. Workers' Comp. Ins.	<u>4.50</u>	%	\$	<u>1.50</u>
5. General Liability Ins.	<u>2.00</u>	%	\$	<u>0.67</u>
6. Other (If Applicable):				
	<u>N/A</u>		\$	<u>0.67</u>
	<u>N/A</u>		\$	<u>N/A</u>
		%	\$	
			\$	<u>6.67</u>
				Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)	\$	<u>2.41</u>
		Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)

Base Hourly Rate and Items A, B, C:

\$ 50.54

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>54.83</u>
Holiday Rate: Total Fee Rate	\$	<u>91.95</u>
Overtime Rate: Total Fee Rate	\$	<u>71.25</u>



POSITION 6: WIREMAN TECHNICIAN

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)			\$ 30.40
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	N/A	%	\$ 5.60
Pension	N/A	%	\$ 4.20
Other (If Applicable):			
NEBF	3.00	%	\$ 0.91
NECA	0.50	%	\$ 0.15
			\$ 41.26
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	7.65	%	\$ 2.33
2. Federal Unemployment	0.06	%	\$ 0.18
3. State Unemployment	3.20	%	\$ 0.97
4. Workers' Comp. Ins.	4.50	%	\$ 1.37
5. General Liability Ins.	2.00	%	\$ 0.61
6. Other (If Applicable):			
NMLCC/LMCC/CAF	N/A	%	\$ 0.36
JATC	1.50	%	\$ 0.46
			\$ 6.28
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)	\$ 10.10
	Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 57.64

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$ 63.51
Holiday Rate: Total Fee Rate	\$ 103.68
Overtime Rate: Total Fee Rate	\$ 75.54



POSITION 7: LABORER, GROUP IV

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)			\$ 23.24
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	N/A	%	\$ 3.80
Pension	N/A	%	\$ 1.81
Other (If Applicable):			
Training	N/A	%	\$ 0.67
	N/A		
		%	\$ N/A
			\$ 29.52
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	7.65	%	\$ 1.78
2. Federal Unemployment	0.06	%	\$ 0.14
3. State Unemployment	5.40	%	\$ 1.25
4. Workers' Comp. Ins.	4.50	%	\$ 1.05
5. General Liability Ins.	2.00	%	\$ 0.46
6. Other (If Applicable):			
LECET	N/A	%	\$ 0.05
CAF	N/A	%	\$ 0.02
			\$ 4.75
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)	\$ 4.65
	Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 38.92

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$ 41.80
Holiday Rate: Total Fee Rate	\$ 71.12
Overtime Rate: Total Fee Rate	\$ 54.84



Accelerate Progress for Students

POSITION 8: OTHER: Electrical Foreman

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$	<u>34.71</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	N/A %	\$	<u>5.60</u>
Pension	N/A %	\$	<u>4.20</u>
Other (If Applicable):			
NEBF	3.00 %	\$	<u>1.04</u>
NECA	0.50 %	\$	<u>0.17</u>
		\$	<u>45.72</u>
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	7.65 %	\$	<u>2.66</u>
2. Federal Unemployment	0.06 %	\$	<u>0.21</u>
3. State Unemployment	3.20 %	\$	<u>1.11</u>
4. Workers' Comp. Ins.	4.50 %	\$	<u>1.56</u>
5. General Liability Ins.	2.00 %	\$	<u>0.69</u>
6. Other (If Applicable):			
NMCC/LMCC/CAF	N/A %	\$	<u>0.41</u>
JATC	1.50 %	\$	<u>0.52</u>
		\$	<u>7.16</u>
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)

\$	<u>6.94</u>
	Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)

Base Hourly Rate and Items A, B, C:

\$	<u>59.82</u>
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All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>68.32</u>
Holiday Rate: Total Fee Rate	\$	<u>109.71</u>
Overtime Rate: Total Fee Rate	\$	<u>84.81</u>



POSITION 8: OTHER: Installer

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)			\$ 23.39
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	N/A	%	\$ 4.75
Pension	N/A	%	\$ 1.35
Other (If Applicable):			
NEBF	3.00	%	\$ 0.70
NECA	0.25	%	\$ 0.06
			\$ 30.25
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	7.65	%	\$ 1.79
2. Federal Unemployment	0.60	%	\$ 0.14
3. State Unemployment	3.20	%	\$ 0.75
4. Workers' Comp. Ins.	4.50	%	\$ 1.05
5. General Liability Ins.	2.00	%	\$ 0.47
6. Other (If Applicable):			
NMCC/LMCC/CAF	N/A	%	\$ 0.35
JATC	1.50	%	\$ 0.35
			\$ 4.90
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)

\$ 4.68
Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)

Base Hourly Rate and Items A, B, C:

\$ 39.83

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$ 43.02
Holiday Rate: Total Fee Rate	\$ 73.20
Overtime Rate: Total Fee Rate	\$ 56.44



POSITION 8: OTHER: Soundman

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$ 27.01
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)		
Health & Welfare	N/A %	\$ 4.75
Pension	N/A %	\$ 1.35
Other (If Applicable):		
NEBF	3.00 %	\$ 0.81
NECA	0.25 %	\$ 0.07
		\$ 33.99
		Subtotal A

B. Other Direct Labor Overhead

1. FICA	7.65 %	\$ 2.07
2. Federal Unemployment	0.06 %	\$ 0.16
3. State Unemployment	3.20 %	\$ 0.86
4. Workers' Comp. Ins.	4.50 %	\$ 1.22
5. General Liability Ins.	2.00 %	\$ 0.54
6. Other (If Applicable):		
NLMCC/LMCC/CAF	N/A %	\$ 0.35
	1.50 %	\$ 0.41
		\$ 5.61
		Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)

	\$ 5.40
	Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

	\$ 45.00
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All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$ 48.75
Holiday Rate: Total Fee Rate	\$ 83.57
Overtime Rate: Total Fee Rate	\$ 64.23



Accelerate Progress for Students

POSITION 8: OTHER: Technician

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$ 28.95
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)		
Health & Welfare	N/A %	\$ 4.75
Pension	N/A %	\$ 1.35
Other (If Applicable):		
NEBF	3.00 %	\$ 0.87
NECA	0.25 %	\$ 0.07
		\$ 35.99
		Subtotal A

B. Other Direct Labor Overhead

1. FICA	7.65 %	\$ 2.21
2. Federal Unemployment	0.06 %	\$ 0.17
3. State Unemployment	3.20 %	\$ 0.93
4. Workers' Comp. Ins.	4.50 %	\$ 1.30
5. General Liability Ins.	2.00 %	\$ 0.58
6. Other (If Applicable):		
NLMCC/LMCC/CAF	N/A %	\$ 0.35
JATC	1.50 %	\$ 0.43
		\$ 5.97
		Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)

\$ 5.79
Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 47.75

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$ 51.80
Holiday Rate: Total Fee Rate	\$ 89.13
Overtime Rate: Total Fee Rate	\$ 68.40



POSITION 8: OTHER: Laborer (Group III)

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$ 18.00
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)		
Health & Welfare	N/A %	\$ 3.80
Pension	N/A %	\$ 1.81
Other (If Applicable):		
Training	N/A %	0.31
	N/A %	N/A
		\$ 23.92
		Subtotal A

B. Other Direct Labor Overhead

1. FICA	7.65 %	\$ 1.38
2. Federal Unemployment	0.06 %	\$ 0.11
3. State Unemployment	5.40 %	\$ 0.97
4. Workers' Comp. Ins.	4.50 %	\$ 0.81
5. General Liability Ins.	2.00 %	\$ 0.36
6. Other (If Applicable):		
LECET	N/A %	\$ 0.05
CAF	N/A %	\$ 0.02
		\$ 3.70
		Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)

\$ 3.60
Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 31.22

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$ 35.51
Holiday Rate: Total Fee Rate	\$ 56.44
Overtime Rate: Total Fee Rate	\$ 43.83



TRA-SER PRICING MATRIX

<u>CATEGORIES</u>		<u>TRA-SER REFERENCE</u>	<u>DISCOUNT</u> <u>Off list price</u>
100	Conduit	2100, 1050, 1100, 1110	45%
101	Rigid Conduit Fittings	2200, 2210, 2110, 9200	45%
104	Conduit Hangers	2810, 2820	25%
105	EMT	2300, 1800, 1200	45%
106	Flex Conduit	2400, 1300, 2410, 1400	40%
107	Plastic Conduit	1500, 2230	40%
108	Wire Mold	1900	5%
110	Wire	730, 750, 280, 111, 710, 720, 727, 728	35%
111	Aluminum Wire	502	75%
114	Non-Metallic Cable	121	99%
115	Armored Cable	130, 611	35%
116	Service Entrance Cable	141, 142	80%
117	Bare Wire	301, 302	50%
119	Cords	250, 210, 220, 230, 240	60%
120	Outlet Boxes Switch/Flr	2720, 2600, 2700, 2710, 2730	25%
130	Safety Switches	3100	40%
131	Industrial Breakers	3200	10%
132	Load Centers	3300, 3310, 3320	35%
133	Service Equipment	3300	20%
134	Panel board	3400	35%
135	Meter Socket	3500	30%
136	Pull Boxes, Wire way	3600	35%
138	Motor Control	4100, 4200	30%
140	Condulets	2510, 2520, 2530	20%
150	Fixture Connectors	6420	99%
151	Lugs	6410	30%
152	Anchors	6510	15%
153	Screws	6530	75%



<u>CATEGORIES</u>	<u>TRA-SER REFERENCE</u>	<u>DISCOUNT OFF list price</u>
155 Tools	6610, 6620, 6680	<u>100%</u>
160 Receptacles	5400, 5500, 5600, 5700, 5100, 5200, 5300	<u>25%</u>
161 Switches	5400, 5500, 5600, 5700, 5100, 5200, 5300	<u>20%</u>
162 Plates	5100	<u>30%</u>
164 Cap Connectors	5100	<u>99%</u>
165 Lamp Holders	5100	<u>75%</u>
170 Fuses	6100, 6120, 6130	<u>30%</u>
180 Tape & Solder	6430	<u>40%</u>
190 Transformers	3900, 9500	<u>15%</u>
195 Signaling	6300	<u>90%</u>
200 Fans	8100, 8200	<u>75%</u>
205 Heaters	8580, 8590, 8520, 8530, 8540	<u>75%</u>
210 Recessed Fixtures	7221	<u>30%</u>
220 Florescent Fixtures	7210	<u>30%</u>
230 Floodlights	7340, 7330, 7230, 7310	<u>35%</u>
240 Misc. Fixtures	7320, 7260	<u>20%</u>
250 Lamps	7140, 7150, 7160, 7100 7110, 7120, 7130	<u>35%</u>
255 Ballast	7410, 7420	<u>20%</u>
260 Batteries	6200	<u>90%</u>
270 Time Switches	4400	<u>5%</u>
275 Temperature Controls	4300	<u>90%</u>
280 Wire holders	9100, 9110, 9300	<u>50%</u>



Accelerate Progress for Students

Specialized Equipment: Because the nature of the contract may involve use of additional equipment/parts or minor subcontracted work outside the general scope of the contract, but necessary for a complete job, the contractor is required to establish the pricing which will apply. Identify the charges that will apply for all items, indicate pass-through contractor's cost, discount from list, no charge, cost plus or an hourly rate as may be applicable. A cost plus percentage is not acceptable. If an item is not priced, it will be assumed to be included in the contractor's overhead. Listed equipment shall not exceed prevailing rates for rental equipment. Equipment will be added or deleted at the time of contract renewal or upon request by the district. (Note that small tools, tape, miscellaneous screws and similar small items are to be in the contractor's overhead.)

STATEMENT OF SPECIALIZED EQUIPMENT

EQUIPMENT	HOURLY	DAILY	WEEKLY	MONTHLY
Trencher	11.95	95.59	338.06	1183.21
Concrete Saw	2.95	23.34	81.68	285.89
Welder	no charge	no charge	no charge	no charge
Scaffolding	N/A	7.35	25.74	90.08
Portable Generators	3.52	28.17	98.59	345.07
Cable Pullers	no charge	no charge	no charge	no charge
Portable Compressor	7.74	61.90	216.66	758.32
Bobcat	24.06	192.50	577.50	2486.00
Post Hold Diggers	no charge	no charge	no charge	no charge
Hydraulic Bender	no charge	no charge	no charge	no charge
Back Hoe	36.68	293.42	1026.96	3594.37
Compressor	8.13	65.00	227.49	796.23
Diamond Blade	2.05	16.38	57.34	200.69
Bucket Truck	no charge	no charge	no charge	no charge
Crane	N/A	243.81	853.35	2986.71
Other Equipment	Hourly	Daily	Weekly	Monthly
Scissor Lift	N/A	83.37	291.78	1021.24
Boom Lift	N/A	154.51	540.80	1892.81
Core Drill Machine	N/A	29.26	102.39	358.38
Dump Truck	N/A	172.08	602.30	2108.03

Please add any additional equipment in the remaining space on this form

FIXED FEE

Note: NM State Procurement Code NMSA 1978, Paragraph 13-1-149 states that the use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance. Contractor/Successful Offeror shall provide a fixed fee table in the boxes below.

The values in the table shall be used in the contractor's project estimates where subcontractors are used and shall be provided prior to starting a project with un-priced items that are within the intended scope of the resultant PA. **The fixed fee would not be applicable to anything on TRa-Ser list.** Once the project is complete, if the project is over or under the estimated values for subcontractor costs, parts and materials and rental equipment other than priced items quoted above, the contractor is still entitled to the administration fixed fee. Contractor shall only invoice for the fixed fee on the final invoice for the project. If the project scope of work changes, the fixed fee shall be re-established again using the table of values below. The cost of subcontractors (in aggregate) used on any project shall not exceed 15% of the total project cost.

Dollar Amount Estimated on Subcontractor and Materials Costs		Fixed Fee (Expressed in Dollar Amount on the estimate for a project)
1	\$1.00 - \$500.00	No markup will be allowed
2	\$501.00 - \$1,000.00	\$50.00
3	\$1,001.00 - \$2,000.00	\$100.00
4	\$2,001.00 - \$3,000.00	\$150.00
5	\$3,001.00 - \$4,000.00	\$200.00
6	\$4,001.00 - \$5,000.00	\$250.00
7	\$5,001.00 - \$6,000.00	\$300.00
8	\$6,001.00 - \$7,000.00	\$350.00
9	\$7,001.00 - \$10,000.00	\$400.00
10	\$10,001.00 and over	\$500.00 maximum

Please note the district reserves the right to negotiate actual fixed fee amounts on a project per project basis as it deems necessary.



**ALBUQUERQUE
PUBLIC SCHOOLS**

**PRICE AGREEMENT NO. 15260
AMENDMENT NO.**

**ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION
PO BOX 25704
ALBUQUERQUE, NEW MEXICO 87125
PHONE (505) 881-8415
FAX (505) 830-1161**

**V
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Enterprise Electrical Services, Inc.
PO Box 53248
Albuquerque, NM 87153

SHIP TO

Facilities, Design & Construction Maintenance &
Operations Department
915 Oak St. NE
Albuquerque, NM 87106

**ATTENTION
OF**

Karen Alarid, John Dufay

DATE	VENDOR CODE
1/28/2019	16561

The Procurement Code, Sections 13-1-28 through 13-1-189 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.

ITEMS, TERMS, & CONDITIONS

PRICE AGREEMENT

Electrical Services on Demand
Contract Term: January 30, 2019 - January 29, 2022
Per terms and conditions of: RFP 19-017KN
Board Approved: 1/28/2019
Pricing Attached

SERVICES AND/OR GOODS TO BE PROVIDED: The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

MINIMUM AMOUNT: Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

QUOTES AND PAYMENT: The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. If a quote is based on a percentage discount, the quote should document the list price, discount percent, and final price. The invoice submitted for payment shall match the quote and shall note the purchase order number.

Amendments: This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

Reason for Amendment:

Contact: Tyra Thornton

Phone: 505-275-9369

Email: tthornton@entelcomm.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

VENDOR AUTHORIZED SIGNATURE

Date

Date

[Signature]
2/4/19

[Signature]
1-29-19

ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

- 1. INSPECTION.** The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.
- 2. WARRANTIES.** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.
- 3. ASSIGNMENT.** Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.
- 4. CHANGES.** APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.
- 5. LABOR DISPUTES.** Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.
- 6. TERMINATION AND DELAYS.** APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.

APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub suppliers at any tier.
- 7. AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.
- 8. INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.
- 9. PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.
- 10. DISCOUNTS.** APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.
- 11. CONTINGENCY FEES.** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 12. PENALTIES.** The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.
- 13. TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.
- 14. TAX STATUS.** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.
- 15. APPLICABLE LAWS.** If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.



LABOR RATES -

Hourly labor costs must include prevailing wage rates for the classification and overhead and profit (excluding NMGR)

Position	Hours	Hourly Rate
EL-01 High Voltage	Base Hourly Rate: 7:00 am - 5:00 pm, Monday - Friday Excluding weekends and holidays	\$ 64.00
	Overtime Rate: 5:01 pm - 6:59 am, Monday - Friday Excluding weekends and holidays	\$ 89.00
Journeyman	Base Hourly Rate: 7:00 am - 5:00 pm, Monday - Friday Excluding weekends and holidays	\$ 64.00
	Overtime Rate: 5:01 pm - 6:59 am, Monday - Friday Excluding weekends and holidays	\$ 89.00
5 th Year Apprentice	Base Hourly Rate: 7:00 am - 5:00 pm, Monday - Friday Excluding weekends and holidays	\$ 50.00
	Overtime Rate: 5:01 pm - 6:59 am, Monday - Friday Excluding weekends and holidays	\$ 50.00
4 th Year Apprentice	Base Hourly Rate: 7:00 am - 5:00 pm, Monday - Friday Excluding weekends and holidays	\$ 41.00
	Overtime Rate: 5:01 pm - 6:59 am, Monday - Friday Excluding weekends and holidays	\$ 41.00
3 rd Year Apprentice	Base Hourly Rate: 7:00 am - 5:00 pm, Monday - Friday Excluding weekends and holidays	\$ 36.00
	Overtime Rate: 5:01 pm - 6:59 am, Monday - Friday Excluding weekends and holidays	\$ 36.00
2 nd Year Apprentice	Base Hourly Rate: 7:00 am - 5:00 pm, Monday - Friday Excluding weekends and holidays	\$ 33.00
	Overtime Rate: 5:01 pm - 6:59 am, Monday - Friday Excluding weekends and holidays	\$ 33.00
1 st Year Apprentice	Base Hourly Rate: 7:00 am - 5:00 pm, Monday - Friday Excluding weekends and holidays	\$ 26.00
	Overtime Rate: 5:01 pm - 6:59 am, Monday - Friday Excluding weekends and holidays	\$ 26.00
TOTAL		678.00

POSITION 1: GROUNDMAN

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$	<u>22.36</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare		\$	<u> </u>
Pension	_____ %	\$	<u> </u>
Other (If Applicable):	_____ %	\$	<u> </u>
_____	_____ %	\$	<u>11.34</u>
_____	_____ %	\$	<u> .67</u>
		\$	<u>34.37</u>
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	7.65 %	\$	<u>1.71</u>
2. Federal Unemployment	.8 %	\$	<u>.18</u>
3. State Unemployment	5.4 %	\$	<u>1.21</u>
4. Workers' Comp. Ins.	3.02 %	\$	<u>.68</u>
5. General Liability Ins.	2.00 %	\$	<u>.45</u>
6. Other (If Applicable):			
_____	_____ %	\$	<u> </u>
_____	_____ %	\$	<u> </u>
		\$	<u>4.23</u>
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)		\$	<u>3.86</u>
			Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 42.46

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>42.46</u>
Holiday Rate: Total Fee Rate	\$	<u>42.46</u>
Overtime Rate: Total Fee Rate	\$	<u>42.46</u>

POSITION 2: EQUIPMENT OPERATOR

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$	<u>32.08</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare			
Pension	_____ %	\$	_____
Other (If Applicable):	_____ %	\$	_____
	_____ %	\$	<u>13.77</u>
	_____ %	\$	<u>.67</u>
		\$	<u>46.52</u>
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	7.65 %	\$	<u>2.45</u>
2. Federal Unemployment	.8 %	\$	<u>.27</u>
3. State Unemployment	5.4 %	\$	<u>1.73</u>
4. Workers' Comp. Ins.	3.02 %	\$	<u>.97</u>
5. General Liability Ins.	2.00 %	\$	<u>.64</u>
6. Other (If Applicable):			
	_____ %	\$	_____
	_____ %	\$	_____
		\$	<u>6.06</u>
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)		\$	<u>5.26</u>
			Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 57.84

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>57.84</u>
Holiday Rate: Total Fee Rate	\$	<u>57.84</u>
Overtime Rate: Total Fee Rate	\$	<u>57.84</u>

POSITION 3: LINEMAN/TECH

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)			\$	<u>37.75</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)				
Health & Welfare		%	\$	<u> </u>
Pension		%	\$	<u> </u>
Other (If Applicable):				
		%	\$	<u>15.19</u>
		%	\$	<u>.67</u>
			\$	<u>53.61</u>
				Subtotal A

B. Other Direct Labor Overhead

1. FICA	<u>7.65</u>	%	\$	<u>2.89</u>
2. Federal Unemployment	<u>.8</u>	%	\$	<u>.30</u>
3. State Unemployment	<u>5.4</u>	%	\$	<u>2.04</u>
4. Workers' Comp. Ins.	<u>3.02</u>	%	\$	<u>1.14</u>
5. General Liability Ins.	<u>2.0</u>	%	\$	<u>.76</u>
6. Other (If Applicable):				
		%	\$	<u> </u>
		%	\$	<u> </u>
			\$	<u>7.13</u>
				Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)			\$	<u>6.07</u>
				Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 66.81

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>66.81</u>
Holiday Rate: Total Fee Rate	\$	<u>66.81</u>
Overtime Rate: Total Fee Rate	\$	<u>66.81</u>

POSITION 4: OUTSIDE CLASSIFICATION CABLE SPLICER

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$	<u>41.53</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare		\$	
Pension	_____ %	\$	
Other (If Applicable):	_____ %	\$	
	_____ %	\$	<u>16.14</u>
	_____ %	\$	<u>.67</u>
		\$	<u>58.34</u>
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	<u>7.65</u> %	\$	<u>3.18</u>
2. Federal Unemployment	<u>.8</u> %	\$	<u>.33</u>
3. State Unemployment	<u>5.04</u> %	\$	<u>2.09</u>
4. Workers' Comp. Ins.	<u>3.02</u> %	\$	<u>1.25</u>
5. General Liability Ins.	<u>2.00</u> %	\$	<u>.83</u>
6. Other (If Applicable):			
	_____ %	\$	
	_____ %	\$	
		\$	<u>7.68</u>
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)		\$	<u>6.60</u>
			Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 72.62

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>72.62</u>
Holiday Rate: Total Fee Rate	\$	<u>72.62</u>
Overtime Rate: Total Fee Rate	\$	<u>72.62</u>

POSITION 5: INSIDE CLASSIFICATION CABLE SPLICER

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)			\$ 33.44
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare		%	\$
Pension		%	\$
Other (If Applicable):			
		%	\$ 10.45
		%	\$.67
			\$ 44.56
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	7.65	%	\$ 2.56
2. Federal Unemployment	.8	%	\$.27
3. State Unemployment	5.4	%	\$ 1.81
4. Workers' Comp. Ins.	3.02	%	\$ 1.01
5. General Liability Ins.	2.00	%	\$.67
6. Other (If Applicable):			
		%	\$
		%	\$
			\$ 6.32
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)			\$ 5.09
			Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 55.97

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31) \$ 55.97

Holiday Rate: Total Fee Rate \$ 55.97

Overtime Rate: Total Fee Rate \$ 55.97

POSITION 6: WIREMAN TECHNICIAN

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$	<u>30.40</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	_____ %	\$	_____
Pension	_____ %	\$	_____
Other (If Applicable):			
	_____ %	\$	<u>10.36</u>
	_____ %	\$	<u>.67</u>
		\$	<u>41.43</u>
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	7.65 %	\$	<u>2.33</u>
2. Federal Unemployment	.8 %	\$	<u>.24</u>
3. State Unemployment	5.4 %	\$	<u>1.64</u>
4. Workers' Comp. Ins.	3.02 %	\$	<u>.92</u>
5. General Liability Ins.	2.00 %	\$	<u>.61</u>
6. Other (If Applicable):			
	_____ %	\$	_____
	_____ %	\$	_____
		\$	<u>5.74</u>
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)		\$	<u>4.72</u>
			Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 51.89

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>51.89</u>
Holiday Rate: Total Fee Rate	\$	<u>51.89</u>
Overtime Rate: Total Fee Rate	\$	<u>51.89</u>

POSITION 7: LABORER, GROUP IV

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$	20.25
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	_____ %	\$	_____
Pension	_____ %	\$	_____
Other (If Applicable):	_____ %	\$	_____
_____	_____ %	\$	5.68
_____	_____ %	\$.67
		\$	26.60
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	7.65 %	\$	1.55
2. Federal Unemployment	.8 %	\$.16
3. State Unemployment	5.4 %	\$	1.09
4. Workers' Comp. Ins.	3.02 %	\$.61
5. General Liability Ins.	2.00 %	\$.41
6. Other (If Applicable):	_____ %	\$	_____
_____	_____ %	\$	_____
		\$	3.82
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)		\$	3.04
			Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:

\$ 33.46

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	33.46
Holiday Rate: Total Fee Rate	\$	33.46
Overtime Rate: Total Fee Rate	\$	33.46

TRA-SER PRICING MATRIX

<u>CATEGORIES</u>	<u>TRA-SER REFERENCE</u>	<u>DISCOUNT</u>
100 Conduit	2100, 1050, 1100, 1110	64
101 Rigid Conduit Fittings	2200, 2210, 2110, 9200	66
104 Conduit Hangers	2810, 2820	66
105 EMT	2300, 1800, 1200	64
106 Flex Conduit	2400, 1300, 2410, 1400	63
107 Plastic Conduit	1500, 2230	39
108 Wire Mold	1900	12
110 Wire	730, 750, 280, 111, 710, 720, 727, 728	58
111 Aluminum Wire	502	72
114 Non-Metallic Cable	121	51
115 Armored Cable	130, 611	55
116 Service Entrance Cable	141, 142	71
117 Bare Wire	301, 302	52
119 Cords	250, 210, 220, 230, 240	64
120 Outlet Boxes Switch/Flr	2720, 2600, 2700, 2710, 2730	60
130 Safety Switches	3100	62
131 Industrial Breakers	3200	29
132 Load Centers	3300, 3310, 3320	66
133 Service Equipment	3300	42
134 Panel board	3400	42
135 Meter Socket	3500	45
136 Pull Boxes, Wire way	3600	58
138 Motor Control	4100, 4200	24
140 Condulets	2510, 2520, 2530	35
150 Fixture Connectors	6420	45
151 Lugs	6410	45
152 Anchors	6510	67
153 Screws	6530	67

CATEGORIES**TRA-SER REFERENCE****DISCOUNT**

155	Tools	6610, 6620, 6680	25
160	Receptacles	5400, 5500, 5600, 5700, 5100, 5200, 5300	57
161	Switches	5400, 5500, 5600, 5700, 5100, 5200, 5300	57
162	Plates	5100	73
164	Cap Connectors	5100	57
165	Lamp Holders	5100	67
170	Fuses	6100, 6120, 6130	50
180	Tape & Solder	6430	14
190	Transformers	3900, 9500	64
195	Signaling	6300	28
200	Fans	8100, 8200	45
205	Heaters	8580, 8590, 8520, 8530, 8540	45
210	Recessed Fixtures	7221	30
220	Florescent Fixtures	7210	40
230	Floodlights	7340, 7330, 7230, 7310	62
240	Misc. Fixtures	7320, 7260	62
250	Lamps	7140, 7150, 7160, 7100 7110, 7120, 7130	32
255	Ballast	7410, 7420	31
260	Batteries	6200	43
270	Time Switches	4400	58
275	Temperature Controls	4300	36
280	Wire holders	9100, 9110, 9300	65

FIXED FEE

Note: NM State Procurement Code NMSA 1978, Paragraph 13-1-149 states that the use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance. Contractor/Successful Offeror shall provide a fixed fee table in the boxes below.

The values in the table shall be used in the contractor's project estimates where subcontractors are used and shall be provided prior to starting a project with un-priced items that are within the intended scope of the resultant PA. **The fixed fee would not be applicable to anything on TRa-Ser list.** Once the project is complete, if the project is over or under the estimated values for subcontractor costs, parts and materials and rental equipment other than priced items quoted above, the contractor is still entitled to the administration fixed fee. Contractor shall only invoice for the fixed fee on the final invoice for the project. If the project scope of work changes, the fixed fee shall be re-established again using the table of values below. The cost of subcontractors (in aggregate) used on any project shall not exceed 15% of the total project cost.

Dollar Amount Estimated on Subcontractor and Materials Costs			Fixed Fee (Expressed in Dollar Amount on the estimate for a project)
1	\$1.00	- \$500.00	No markup will be allowed
2	\$501.00	- \$1,000.00	\$50.00
3	\$1,001.00	- \$2,000.00	\$100.00
4	\$2,001.00	- \$3,000.00	\$150.00
5	\$3,001.00	- \$4,000.00	\$200.00
6	\$4,001.00	- \$5,000.00	\$250.00
7	\$5,001.00	- \$6,000.00	\$300.00
8	\$6,001.00	- \$7,000.00	\$350.00
9	\$7,001.00	- \$10,000.00	\$400.00
10	\$10,001.00 and over		\$500.00 maximum

Please note the district reserves the right to negotiate actual fixed fee amounts on a project per project basis as it deems necessary.



Accelerate Progress for Students

Specialized Equipment: Because the nature of the contract may involve use of additional equipment/parts or minor subcontracted work outside the general scope of the contract, but necessary for a complete job, the contractor is required to establish the pricing which will apply. Identify the charges that will apply for all items, indicate pass-through contractor's cost, discount from list, no charge, cost plus or an hourly rate as may be applicable. A cost plus percentage is not acceptable. If an item is not priced, it will be assumed to be included in the contractor's overhead. Listed equipment shall not exceed prevailing rates for rental equipment. Equipment will be added or deleted at the time of contract renewal or upon request by the district. (Note that small tools, tape, miscellaneous screws and similar small items are to be in the contractor's overhead.)

STATEMENT OF SPECIALIZED EQUIPMENT

EQUIPMENT	HOURLY	DAILY	WEEKLY	MONTHLY
Trencher	21.09	126.55	442.92	1,550.23
Concrete Saw	3.55	21.14	73.98	258.94
Welder	36.30	143.11	681.31	1,794.01
Scaffolding	25.93	77.78	388.88	881.45
Portable Generators	10.00	21.83	56.76	198.68
Cable Pullers	5.29	31.75	111.12	388.91
Portable Compressor	9.33	55.98	195.94	685.78
Bobcat	22.00	115.00	450.00	1,100.00
Post hold diggers	4.50	27.02	94.56	330.96
Hydraulic Bender	10.00	80.00	200.00	400.00
Back Hoe	22.00	165.00	610.00	1,810.00
Compressor	10.00	80.00	360.00	1,080.00
Diamond Blade	2.58	15.48	54.19	189.67
Bucket Truck	37.06	222.36	778.24	2,723.85
Crane	51.85	331.84	1,026.63	2,851.75
OTHER EQUIPMENT	HOURLY	DAILY	WEEKLY	MONTHLY
Lift	45.00	147.49	516.22	1,806.78
Threading Machine	3.00	23.00	112.00	446.00

Please add any additional equipment in the remaining space on this form



**ALBUQUERQUE
PUBLIC SCHOOLS**

**PRICE AGREEMENT NO. 15259
AMENDMENT NO.**

**ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION
PO BOX 25704
ALBUQUERQUE, NEW MEXICO 87125
PHONE (505) 881-8416
FAX (505) 830-1161**

**V
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APIC Solutions, Inc.
5550 Midway Park PL NE
Albuquerque, NM 87109

SHIP TO

Facilities, Design & Construction Maintenance &
Operations Department
915 Oak St. NE
Albuquerque, NM 87106

**ATTENTION
OF**

Karen Alarid, John Dufay

DATE

VENDOR CODE

1/28/2019

41538

The Procurement Code, Sections 13-1-28 through 13-1-109 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.

ITEMS, TERMS, & CONDITIONS

PRICE AGREEMENT

Electrical Services on Demand

Contract Term: January 30, 2019 - January 29, 2022

Per terms and conditions of: RFP 19-017KN

Board Approved: 1/28/2019

Pricing Attached

SERVICES AND/OR GOODS TO BE PROVIDED: The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

MINIMUM AMOUNT: Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

QUOTES AND PAYMENT: The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. If a quote is based on a percentage discount, the quote should document the list price, discount percent, and final price. The invoice submitted for payment shall match the quote and shall note the purchase order number.

Amendments: This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

Reason for Amendment:

Contact: Steve Foster

Phone: 505-345-1381

Email: sfoster@apicnm.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

[Signature] 2/4/19

Date

VENDOR AUTHORIZED SIGNATURE

[Signature] 1-30-2019

Date

ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

- 1. INSPECTION.** The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.
- 2. WARRANTIES.** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.
- 3. ASSIGNMENT.** Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.
- 4. CHANGES.** APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.
- 5. LABOR DISPUTES.** Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.
- 6. TERMINATION AND DELAYS.** APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.

APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub suppliers at any tier.
- 7. AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.
- 8. INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.
- 9. PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.
- 10. DISCOUNTS.** APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.
- 11. CONTINGENCY FEES.** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 12. PENALTIES.** The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.
- 13. TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.
- 14. TAX STATUS.** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.
- 15. APPLICABLE LAWS.** If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.



LABOR PRICING

Contractor agrees to perform the work according to the conditions and specifications described herein at the prices stated in the pages following throughout the time period of this contract.

NOTE: Complete labor quotations for all job classifications to be utilize during the life of the contract to ensure that APS is charged for the actual needed job level(s). A blank labor pricing page is provided for classifications which may be omitted, copy as necessary and use the wage stated in the Prevailing Wage Rates as the base hourly rate. (Prevailing Wage Rates can be found here: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>) Evaluation will be based on comparison and verification of submitted information.

Shift work defined as extra compensation for working other than regular daytime hours may be allowed. This can occur if it becomes necessary to work, for example, a swing shift between 3:30 PM and Midnight in order to complete a project during hours that the school is not normally open. In this event, hourly rates will be charged as indicated under "shift differential" on the pricing pages. In general, shift differential rates will be more than the regular straight time rate but less than the overtime rate.

Overtime/holiday rates will be allowable only in emergency situations and only with prior approval of the APS Project Manager or designee. Define in the provided space, your company's policy on overtime payment (over 40 hours, over 8 hours, etc.)

Be advised that the percentage your company assigns to any given portion of the labor will be the cost driver, not the dollar figure entered on the bid form. In other words, if Health & Welfare is to be 10.5% on an hourly base wage of \$10.00, then the dollar figure should be \$1.05. It is the percentage that governs.

If your firm has an apprenticeship program, discuss the program you have. Said program must be registered with the State of New Mexico. Identify the number of periods and the percentages of journeyman rates which apply. Invoices will identify apprentices and bill at the quoted rates.

APIC Solutions Overtime Policy:

APIC Solutions makes every effort to manage labor so as to avoid overtime. In the event overtime is necessary APIC pays overtime at time and a half after an employee has reached 40 hours.

APIC Solutions Apprenticeship Info:

APIC Solutions Inc. hires apprentices through the (NNMIEC) Northern New Mexico Independent Electrical Contractors Assoc.

The percentage of Journeyman wages are as follows:

1st Period 50%

2nd Period 53%

3rd Period 57%

4th Period 60%

5th Period 65%

6th Period 70%

7th Period 75%

8th Period 80%



LABOR RATES –

Hourly labor costs must include prevailing wage rates for the classification and overhead and profit (excluding NMGR)

Position	Hours	Hourly Rate
EL-01 High Voltage	Base Hourly Rate: 7:00 am – 5:00 pm, Monday – Friday Excluding weekends and holidays	\$ N/A
	Overtime Rate: 5:01 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$ N/A
Journeyman	Base Hourly Rate: 7:00 am – 5:00 pm, Monday – Friday Excluding weekends and holidays	\$ 55.45
	Overtime Rate: 5:01 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$ 79.84
5 th Year Apprentice	Base Hourly Rate: 7:00 am – 5:00 pm, Monday – Friday Excluding weekends and holidays	\$ 38.23
	Overtime Rate: 5:01 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$ 53.52
4 th Year Apprentice	Base Hourly Rate: 7:00 am – 5:00 pm, Monday – Friday Excluding weekends and holidays	\$ 40.09
	Overtime Rate: 5:01 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$ 56.12
3 rd Year Apprentice	Base Hourly Rate: 7:00 am – 5:00 pm, Monday – Friday Excluding weekends and holidays	\$ 36.88
	Overtime Rate: 5:01 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$ 51.63
2 nd Year Apprentice	Base Hourly Rate: 7:00 am – 5:00 pm, Monday – Friday Excluding weekends and holidays	\$ 28.93
	Overtime Rate: 5:01 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$ 40.51
1 st Year Apprentice	Base Hourly Rate: 7:00 am – 5:00 pm, Monday – Friday Excluding weekends and holidays	\$ 26.75
	Overtime Rate: 5:01 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$ 37.45
TOTAL		\$545.40



POSITION 1: GROUNDMAN

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)			\$ <u>22.36</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	<u>5.10</u>	%	\$ <u>1.14</u>
Pension	<u>3.0</u>	%	\$ <u>.67</u>
Other (If Applicable):			
 Cash Fringe	 <u>45.61</u>	 %	 \$ <u>10.20</u>
		%	\$ _____
			\$ <u>34.37</u>
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	<u>7.65</u>	%	\$ <u>1.71</u>
2. Federal Unemployment	<u>.80</u>	%	\$ <u>.18</u>
3. State Unemployment	<u>2.0</u>	%	\$ <u>.45</u>
4. Workers' Comp. Ins.	<u>2.41</u>	%	\$ <u>.54</u>
5. General Liability Ins.	<u>.64</u>	%	\$ <u>.14</u>
6. Other (If Applicable):			
Auto Insurance	<u>1.08</u>	%	\$ <u>.24</u>
		%	\$ _____
			\$ <u>3.26</u>
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)			\$ <u>7.86</u>
			Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)

Base Hourly Rate and Items A, B, C:			\$ <u>45.49</u>
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All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$ <u>53.23</u>
Holiday Rate: Total Fee Rate	\$ <u>85.53</u>
Overtime Rate: Total Fee Rate	\$ <u>65.51</u>



POSITION 2: EQUIPMENT OPERATOR

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$	<u>32.08</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	<u>5.10</u> %	\$	<u>1.64</u>
Pension	<u>3.00</u> %	\$	<u>.96</u>
Other (If Applicable):			
<u>Cash Fringe</u>	<u>36.91</u> %	\$	<u>11.84</u>
		\$	
			<u>\$ 46.52</u>
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	<u>7.65</u> %	\$	<u>2.45</u>
2. Federal Unemployment	<u>.80</u> %	\$	<u>.26</u>
3. State Unemployment	<u>2.00</u> %	\$	<u>.64</u>
4. Workers' Comp. Ins.	<u>2.41</u> %	\$	<u>.77</u>
5. General Liability Ins.	<u>.64</u> %	\$	<u>.21</u>
6. Other (If Applicable):			
<u>Auto Insurance</u>	<u>1.08</u> %	\$	<u>.35</u>
		\$	
			<u>\$ 4.68</u>
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)		\$	<u>10.70</u>
			Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)

Base Hourly Rate and Items A, B, C:		\$	<u>61.90</u>
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All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>72.42</u>
Holiday Rate: Total Fee Rate	\$	<u>116.37</u>
Overtime Rate: Total Fee Rate	\$	<u>89.13</u>



**ALBUQUERQUE
PUBLIC SCHOOLS**

Accelerate Progress for Students

POSITION 3: LINEMAN/TECH

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$	<u>37.75</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	<u>5.1</u> %	\$	<u>1.93</u>
Pension	<u>3.00</u> %	\$	<u>1.13</u>
Other (If Applicable):			
Cash Fringe	<u>33.91</u> %	\$	<u>12.80</u>
		\$	
		\$	<u>53.61</u>
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	<u>7.65</u> %	\$	<u>2.89</u>
2. Federal Unemployment	<u>.80</u> %	\$	<u>.30</u>
3. State Unemployment	<u>2.00</u> %	\$	<u>.76</u>
4. Workers' Comp. Ins.	<u>2.41</u> %	\$	<u>.91</u>
5. General Liability Ins.	<u>.64</u> %	\$	<u>.24</u>
6. Other (If Applicable):			
Auto Insurance	<u>1.08</u> %	\$	<u>.41</u>
		\$	
		\$	<u>5.51</u>
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1) \$ 12.35
Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C: \$ 71.47

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>83.62</u>
Holiday Rate: Total Fee Rate	\$	<u>134.36</u>
Overtime Rate: Total Fee Rate	\$	<u>102.92</u>



POSITION 4: OUTSIDE CLASSIFICATION CABLE SPLICER

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$	<u>41.53</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	<u>5.1</u> %	\$	<u>2.12</u>
Pension	<u>3.0</u> %	\$	<u>1.25</u>
Other (If Applicable):			
<u>Cash Fringe</u>	<u>32.38</u> %	\$	<u>13.45</u>
		\$	<u>58.34</u>
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	<u>7.65</u> %	\$	<u>3.18</u>
2. Federal Unemployment	<u>.80</u> %	\$	<u>.33</u>
3. State Unemployment	<u>2.00</u> %	\$	<u>.83</u>
4. Workers' Comp. Ins.	<u>2.41</u> %	\$	<u>1.00</u>
5. General Liability Ins.	<u>.64</u> %	\$	<u>.27</u>
6. Other (If Applicable):			
<u>Auto Insurance</u>	<u>1.08</u> %	\$	<u>.45</u>
		\$	<u>6.06</u>
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)		\$	<u>13.46</u>
			Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:

\$ 77.86

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>91.09</u>
Holiday Rate: Total Fee Rate	\$	<u>146.36</u>
Overtime Rate: Total Fee Rate	\$	<u>112.11</u>



POSITION 5: INSIDE CLASSIFICATION CABLE SPLICER

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$	<u>33.44</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	<u>5.1</u> %	\$	<u>1.71</u>
Pension	<u>3.0</u> %	\$	<u>1.00</u>
Other (If Applicable):			
<u>Cash Fringe</u>	<u>25.15</u> %	\$	<u>8.41</u>
		\$	<u>44.56</u>
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	<u>7.65</u> %	\$	<u>2.56</u>
2. Federal Unemployment	<u>80</u> %	\$	<u>.27</u>
3. State Unemployment	<u>2.00</u> %	\$	<u>.67</u>
4. Workers' Comp. Ins.	<u>2.41</u> %	\$	<u>.81</u>
5. General Liability Ins.	<u>.64</u> %	\$	<u>.21</u>
6. Other (If Applicable):			
<u>Auto Insurance</u>	<u>1.08</u> %	\$	<u>.36</u>
		\$	<u>4.88</u>
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)		\$	<u>10.33</u>
			Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:

		\$	<u>59.77</u>
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All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>69.93</u>
Holiday Rate: Total Fee Rate	\$	<u>112.36</u>
Overtime Rate: Total Fee Rate	\$	<u>86.07</u>



**ALBUQUERQUE
PUBLIC SCHOOLS**

Accelerate Progress for Students

POSITION 6: WIREMAN TECHNICIAN

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$	<u>30.40</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	<u>5.1</u> %	\$	<u>1.55</u>
Pension	<u>3.0</u> %	\$	<u>.91</u>
Other (If Applicable):			
<u>Cash Fringe</u>	<u>28.18</u> %	\$	<u>8.57</u>
		\$	<u>41.43</u>
			Subtotal A

B. Other Direct Labor Overhead

1. FICA	<u>7.65</u> %	\$	<u>2.33</u>
2. Federal Unemployment	<u>.80</u> %	\$	<u>.24</u>
3. State Unemployment	<u>2.0</u> %	\$	<u>.61</u>
4. Workers' Comp. Ins.	<u>2.41</u> %	\$	<u>.73</u>
5. General Liability Ins.	<u>.64</u> %	\$	<u>.19</u>
6. Other (If Applicable):			
<u>Auto Insurance</u>	<u>1.08</u> %	\$	<u>.33</u>
		\$	<u>4.43</u>
			Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1) \$ 9.59
Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:

\$ 55.45

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>64.87</u>
Holiday Rate: Total Fee Rate	\$	<u>97.03</u>
Overtime Rate: Total Fee Rate	\$	<u>79.80</u>



POSITION 7: LABORER, GROUP IV

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)			\$	<u>20.25</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)				
Health & Welfare	<u>5.1</u>	%	\$	<u>1.03</u>
Pension	<u>3.0</u>	%	\$	<u>.61</u>
Other (If Applicable):				
Cash Fringe	<u>23.26</u>	%	\$	<u>4.71</u>
			\$	<u>26.60</u>
				Subtotal A

B. Other Direct Labor Overhead

1. FICA	<u>7.65</u>	%	\$	<u>1.55</u>
2. Federal Unemployment	<u>.80</u>	%	\$	<u>.16</u>
3. State Unemployment	<u>2.00</u>	%	\$	<u>.41</u>
4. Workers' Comp. Ins.	<u>2.41</u>	%	\$	<u>.49</u>
5. General Liability Ins.	<u>.64</u>	%	\$	<u>.13</u>
6. Other (If Applicable):				
Auto Insurance	<u>1.08</u>	%	\$	<u>.22</u>
			\$	<u>2.96</u>
				Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)			\$	<u>6.18</u>
				Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 35.74

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	<u>41.80</u>
Holiday Rate: Total Fee Rate	\$	<u>67.17</u>
Overtime Rate: Total Fee Rate	\$	<u>51.45</u>



TRA-SER PRICING MATRIX

<u>CATEGORIES</u>	<u>TRA-SER REFERENCE</u>	<u>DISCOUNT</u>
100 Conduit	2100, 1050, 1100, 1110	34%
101 Rigid Conduit Fittings	2200, 2210, 2110, 9200	90%
104 Conduit Hangers	2810, 2820	50%
105 EMT	2300, 1800, 1200	34%
106 Flex Conduit	2400, 1300, 2410, 1400	60%
107 Plastic Conduit	1500, 2230	48%
108 Wire Mold	1900	5%
110 Wire	730, 750, 280, 111, 710, 720, 727, 728	44%
111 Aluminum Wire	502	50%
114 Non-Metallic Cable	121	99%
115 Armored Cable	130, 611	61%
116 Service Entrance Cable	141, 142	47%
117 Bare Wire	301, 302	50%
119 Cords	250, 210, 220, 230, 240	70%
120 Outlet Boxes Switch/Fir	2720, 2600, 2700, 2710, 2730	50%
130 Safety Switches	3100	50%
131 Industrial Breakers	3200	50%
132 Load Centers	3300, 3310, 3320	50%
133 Service Equipment	3300	38%
134 Panel board	3400	5%
135 Meter Socket	3500	10%
136 Pull Boxes, Wire way	3600	12%
138 Motor Control	4100, 4200	5%
140 Condulets	2510, 2520, 2530	2%
150 Fixture Connectors	6420	99%
151 Lugs	6410	99%
152 Anchors	6510	99%
153 Screws	6530	99%



<u>CATEGORIES</u>	<u>TRA-SER REFERENCE</u>	<u>DISCOUNT</u>
155 Tools	6610, 6620, 6680	99%
160 Receptacles	5400, 5500, 5600, 5700, 5100, 5200, 5300	65%
161 Switches	5400, 5500, 5600, 5700, 5100, 5200, 5300	13%
162 Plates	5100	13%
164 Cap Connectors	5100	99%
165 Lamp Holders	5100	99%
170 Fuses	6100, 6120, 6130	21%
180 Tape & Solder	6430	99%
190 Transformers	3900, 9500	5%
195 Signaling	6300	6%
200 Fans	8100, 8200	50%
205 Heaters	8580, 8590, 8520, 8530, 8540	99%
210 Recessed Fixtures	7221	5%
220 Florescent Fixtures	7210	21%
230 Floodlights	7340, 7330, 7230, 7310	5%
240 Misc. Fixtures	7320, 7260	5%
250 Lamps	7140, 7150, 7160, 7100 7110, 7120, 7130	60%
255 Ballast	7410, 7420	60%
260 Batteries	6200	99%
270 Time Switches	4400	5%
275 Temperature Controls	4300	99%
280 Wire holders	9100, 9110, 9300	11%

**TOTAL PERCENTAGE AVERAGE FOR CATEGORIES 100
THROUGH 280**

% avg 48.96%

FIXED FEE

Note: NM State Procurement Code NMSA 1978, Paragraph 13-1-149 states that the use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance. Contractor/Successful Offeror shall provide a fixed fee table in the boxes below.

The values in the table shall be used in the contractor's project estimates where subcontractors are used and shall be provided prior to starting a project with un-priced items that are within the intended scope of the resultant PA. The fixed fee would not be applicable to anything on TRa-Ser list. Once the project is complete, if the project is over or under the estimated values for subcontractor costs, parts and materials and rental equipment other than priced items quoted above, the contractor is still entitled to the administration fixed fee. Contractor shall only invoice for the fixed fee on the final invoice for the project. If the project scope of work changes, the fixed fee shall be re-established again using the table of values below. The cost of subcontractors (in aggregate) used on any project shall not exceed 15% of the total project cost.

Dollar Amount Estimated on Subcontractor and Materials Costs		Fixed Fee (Expressed in Dollar Amount on the estimate for a project)
1	\$1.00 - \$500.00	No markup will be allowed
2	\$501.00 - \$1,000.00	\$50.00
3	\$1,001.00 - \$2,000.00	\$100.00
4	\$2,001.00 - \$3,000.00	\$150.00
5	\$3,001.00 - \$4,000.00	\$200.00
6	\$4,001.00 - \$5,000.00	\$250.00
7	\$5,001.00 - \$6,000.00	\$300.00
8	\$6,001.00 - \$7,000.00	\$350.00
9	\$7,001.00 - \$10,000.00	\$400.00
10	\$10,001.00 and over	\$500.00 maximum

Please note the district reserves the right to negotiate actual fixed fee amounts on a project per project basis as it deems necessary.



Specialized Equipment: Because the nature of the contract may involve use of additional equipment/parts or minor subcontracted work outside the general scope of the contract, but necessary for a complete job, the contractor is required to establish the pricing which will apply. Identify the charges that will apply for all items, indicate pass-through contractor's cost, discount from list, no charge, cost plus or an hourly rate as may be applicable. A cost plus percentage is not acceptable. If an item is not priced, it will be assumed to be included in the contractor's overhead. Listed equipment shall not exceed prevailing rates for rental equipment. Equipment will be added or deleted at the time of contract renewal or upon request by the district. (Note that small tools, tape, miscellaneous screws and similar small items are to be in the contractor's overhead.)

STATEMENT OF SPECIALIZED EQUIPMENT

EQUIPMENT	HOURLY	DAILY	WEEKLY	MONTHLY
Trencher	\$108.00	\$378.00	\$1,080.00	\$2,808.00
Concrete Saw	\$76.50	\$293.40	\$733.50	\$2,190.50
Welder	N/C			
Scaffolding	N/C			
Portable Generators	N/C			
Cable Pullers	N/C			
Portable Compressor	N/C			
Bobcat	N/C			
Post Hold Diggers	N/C			
Hydraulic Bender	N/C			
Back Hoe	N/C			
Compressor	N/C			
Diamond Blade	\$8.00	\$21.50	\$84.60	\$194.50
Bucket Truck	\$50.00	\$270.00	\$1,080.00	\$3,240.00
Crane	N/C			
Other Equipment	Hourly	Daily	Weekly	Monthly
Scissor Lift 19'	\$48.00	\$145.00	\$246.00	\$575.00

Please add any additional equipment in the remaining space on this form



**ALBUQUERQUE
PUBLIC SCHOOLS**

**PRICE AGREEMENT NO. 15261
AMENDMENT NO.**

**ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION
PO BOX 25704
ALBUQUERQUE, NEW MEXICO 87125
PHONE (505) 881-8415
FAX (505) 830-1161**

**V
E
N
D
O
R**

U.S. Electrical Corporation
301 California St SE
Albuquerque, NM 87108

SHIP TO

Facilities, Design & Construction Maintenance &
Operations Department
915 Oak St. NE
Albuquerque, NM 87106

**ATTENTION
OF**

Karen Alarid, John Dufay

DATE	VENDOR CODE
1/28/2019	41030

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 illegal bribes, gratuities and kickbacks.

PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.

ITEMS, TERMS, & CONDITIONS

PRICE AGREEMENT

Electrical Services on Demand
Contract Term: January 30, 2019 - January 29, 2022
Per terms and conditions of: RFP 19-017KN
Board Approved: 1/28/2019
Pricing Attached

SERVICES AND/OR GOODS TO BE PROVIDED: The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

MINIMUM AMOUNT: Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

QUOTES AND PAYMENT: The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. If a quote is based on a percentage discount, the quote should document the list price, discount percent, and final price. The invoice submitted for payment shall match the quote and shall note the purchase order number.

Amendments: This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

Reason for Amendment:

Contact: James Garcia

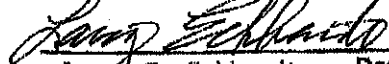
Phone: 505-260-1000

Email: jamesg@uselectricalcorp.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

VENDOR AUTHORIZED SIGNATURE


Date: 2/4/19


Date: 01/30/2019
Larry F. Eckhardt, Vice President

ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

1. **INSPECTION.** The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.

2. **WARRANTIES.** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.

3. **ASSIGNMENT.** Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

4. **CHANGES.** APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

5. **LABOR DISPUTES.** Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.

6. **TERMINATION AND DELAYS.** APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.

APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub-suppliers at any tier.

7. **AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.

8. **INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.

9. **PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.

10. **DISCOUNTS.** APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.

11. **CONTINGENCY FEES.** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. **PENALTIES.** The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

13. **TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.

14. **TAX STATUS.** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.

15. **APPLICABLE LAWS.** If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.



Accelerate Progress for Students

LABOR PRICING

Contractor agrees to perform the work according to the conditions and specifications described herein at the prices stated in the pages following throughout the time period of this contract.

NOTE: Complete labor quotations for all job classifications to be utilized during the life of the contract to ensure that APS is charged for the actual needed job level(s). A blank labor pricing page is provided for classifications which may be omitted, copy as necessary and use the wage stated in the Prevailing Wage Rates as the base hourly rate. (Prevailing Wage Rates can be found here: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>) Evaluation will be based on comparison and verification of submitted information.

Shift work defined as extra compensation for working other than regular daytime hours may be allowed. This can occur if it becomes necessary to work, for example, a swing shift between 3:30 PM and Midnight in order to complete a project during hours that the school is not normally open. In this event, hourly rates will be charged as indicated under "shift differential" on the pricing pages. In general, shift differential rates will be more than the regular straight time rate but less than the overtime rate.

Overtime/holiday rates will be allowable only in emergency situations and only with prior approval of the APS Project Manager or designee. Define in the provided space, your company's policy on overtime payment (over 40 hours, over 8 hours, etc.)

Be advised that the percentage your company assigns to any given portion of the labor will be the cost driver, not the dollar figure entered on the bid form. In other words, if Health & Welfare is to be 10.5% on an hourly base wage of \$10.00, then the dollar figure should be \$1.05. It is the percentage that governs.

If your firm has an apprenticeship program, discuss the program you have. Said program must be registered with the State of New Mexico. Identify the number of periods and the percentages of journeyman rates which apply. Invoices will identify apprentices and bill at the quoted rates.

Our apprentices are trained through the International Brotherhood of Electrical Workers Local #611, by the Joint Apprenticeship & Training Committee for the Electrical Industry; 4501 Montbel Place, N.E., Albuquerque, New Mexico 87107; 505-341-4444, Fax 505-341-0067; WWW.NMJATC.ORG.

This Apprenticeship Program is registered with the State of New Mexico. It is a five (5) year program.

Apprentices in the program are expected to adhere to the educational as well as professional standards of the program. The Director and all other program staff monitor the apprentices through every stage. This monitoring includes written evaluations completed by the Foreman working with the apprentices, and open communication between the Employer and the JATC anytime the need arises.



LABOR RATES –

Hourly labor costs must include prevailing wage rates for the classification and overhead and profit (excluding NMGRT)

Position	Hours	Hourly Rate
EL-01 High Voltage	Base Hourly Rate: 7:00 am – 5:00 pm, Monday – Friday Excluding weekends and holidays	\$ 62.50
	Overtime Rate: 5:01 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$ 93.75
Journeyman	Base Hourly Rate: 7:00 am – 5:00 pm, Monday – Friday Excluding weekends and holidays	\$ 54.00
	Overtime Rate: 5:01 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$ 81.00
5 th Year Apprentice	Base Hourly Rate: 7:00 am – 5:00 pm, Monday – Friday Excluding weekends and holidays	\$ 34.89
	Overtime Rate: 5:01 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$ 52.33
4 th Year Apprentice	Base Hourly Rate: 7:00 am – 5:00 pm, Monday – Friday Excluding weekends and holidays	\$ 30.58
	Overtime Rate: 5:01 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$ 45.87
3 rd Year Apprentice	Base Hourly Rate: 7:00 am – 5:00 pm, Monday – Friday Excluding weekends and holidays	\$ 27.42
	Overtime Rate: 5:01 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$ 41.13
2 nd Year Apprentice	Base Hourly Rate: 7:00 am – 5:00 pm, Monday – Friday Excluding weekends and holidays	\$ 23.78
	Overtime Rate: 5:01 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$ 35.67
1 st Year Apprentice	Base Hourly Rate: 7:00 am – 5:00 pm, Monday – Friday Excluding weekends and holidays	\$ 21.65
	Overtime Rate: 5:01 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$ 32.48
TOTAL		



POSITION 1: GROUNDMAN

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$ <u>22.36</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)		
Health & Welfare	_____ %	\$ <u>5.60</u>
Pension	_____ %	\$ <u>4.20</u>
Other (If Applicable):		
<u>Apprenticeship Training</u>	_____ %	\$ <u>.67</u>
_____	_____ %	\$ _____
		\$ <u>32.83</u>
		Subtotal A

B. Other Direct Labor Overhead

1. FICA	_____ 7.65 %	\$ <u>1.71</u>
2. Federal Unemployment	_____ .6 %	\$ <u>.13</u>
3. State Unemployment	_____ 5.40 %	\$ <u>1.21</u>
4. Workers' Comp. Ins.	_____ 2.30 %	\$ <u>.51</u>
5. General Liability Ins.	_____ .79 %	\$ <u>.18</u>
6. Other (If Applicable):		
<u>Nat'l Electrical Benefit Fund</u>	_____ 3 %	\$ <u>.67</u>
<u>Marketing Fund</u>	_____ %	\$ <u>.05</u>
		\$ <u>4.46</u>
		Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)	\$ <u>3.80</u>
	Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 41.09

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$ <u>45.20</u>
Holiday Rate: Total Fee Rate	\$ <u>82.18</u>
Overtime Rate: Total Fee Rate	\$ <u>61.64</u>



Accelerate Progress for Students

POSITION 2: EQUIPMENT OPERATOR

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$ <u>32.08</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)		
Health & Welfare	_____ %	\$ <u>3.80</u>
Pension	_____ %	\$ <u>1.75</u>
Other (If Applicable):		
<u>Apprenticeship Training</u>	_____ %	\$ <u>.67</u>
_____	_____ %	\$ _____
		\$ <u>38.30</u>
		Subtotal A

B. Other Direct Labor Overhead

1. FICA	_____ 7.65 %	\$ <u>2.45</u>
2. Federal Unemployment	_____ .6 %	\$ <u>.19</u>
3. State Unemployment	_____ 5.40 %	\$ <u>1.73</u>
4. Workers' Comp. Ins.	_____ 2.30 %	\$ <u>.74</u>
5. General Liability Ins.	_____ .79 %	\$ <u>.25</u>
6. Other (If Applicable):		
<u>Marketing Fund</u>	_____ %	\$ <u>.05</u>
_____	_____ %	\$ _____
		\$ <u>5.41</u>
		Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)		\$ <u>5.45</u>
		Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 49.16

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$ <u>54.08</u>
Holiday Rate: Total Fee Rate	\$ <u>98.33</u>
Overtime Rate: Total Fee Rate	\$ <u>73.75</u>



Accelerate Progress for Students

POSITION 3: LINEMAN/TECH

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$ <u>37.75</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)		
Health & Welfare	_____ %	\$ <u>5.60</u>
Pension	_____ %	\$ <u>4.20</u>
Other (If Applicable):		
<u>Apprenticeship Training</u>	_____ %	\$ <u>.67</u>
_____	_____ %	\$ _____
		\$ <u>48.22</u>
		Subtotal A

B. Other Direct Labor Overhead

1. FICA	_____ 7.65 %	\$ <u>2.89</u>
2. Federal Unemployment	_____ .6 %	\$ <u>.23</u>
3. State Unemployment	_____ 5.40 %	\$ <u>2.04</u>
4. Workers' Comp. Ins.	_____ 2.30 %	\$ <u>.87</u>
5. General Liability Ins.	_____ .79 %	\$ <u>.30</u>
6. Other (If Applicable):		
<u>Nat'l Electrical Benefit Fund</u>	_____ 3 %	\$ <u>1.13</u>
<u>Marketing Fund</u>	_____ %	\$ <u>.05</u>
		\$ <u>7.51</u>
		Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)		\$ <u>6.42</u>
		Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 62.15

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$ <u>68.36</u>
Holiday Rate: Total Fee Rate	\$ <u>124.30</u>
Overtime Rate: Total Fee Rate	\$ <u>93.22</u>



POSITION 4: OUTSIDE CLASSIFICATION CABLE SPLICER

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$ <u>41.53</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)		
Health & Welfare	_____ %	\$ <u>5.60</u>
Pension	_____ %	\$ <u>4.20</u>
Other (If Applicable):		
<u>Apprenticeship Training</u>	_____ %	\$ <u>.67</u>
_____	_____ %	\$ _____
		\$ <u>52.00</u>
		Subtotal A

B. Other Direct Labor Overhead

1. FICA	_____ 7.65 %	\$ <u>3.18</u>
2. Federal Unemployment	_____ .6 %	\$ <u>.25</u>
3. State Unemployment	_____ 5.4 %	\$ <u>2.24</u>
4. Workers' Comp. Ins.	_____ 2.3 %	\$ <u>.96</u>
5. General Liability Ins.	_____ .79 %	\$ <u>.33</u>
6. Other (If Applicable):		
<u>Nat'l Electrical Benefit Fund</u>	_____ 3 %	\$ <u>1.25</u>
<u>Marketing Fund</u>	_____ %	\$ <u>.05</u>
		\$ <u>8.26</u>
		Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)		\$ <u>7.06</u>
		Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 67.32

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor-tracking purposes.

Shift Differential Rate (per page 31)	\$ <u>74.05</u>
Holiday Rate: Total Fee Rate	\$ <u>134.64</u>
Overtime Rate: Total Fee Rate	\$ <u>100.98</u>



Accelerate Progress for Students

POSITION 5: INSIDE CLASSIFICATION CABLE SPLICER

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$ <u>33.44</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)		
Health & Welfare	_____ %	\$ <u>5.60</u>
Pension	_____ %	\$ <u>4.20</u>
Other (If Applicable):		
<u>Apprenticeship Training</u>	_____ %	\$ <u>.67</u>
_____	_____ %	\$ _____
		\$ <u>43.91</u>
		Subtotal A

B. Other Direct Labor Overhead

1. FICA	_____ 7.65 %	\$ <u>2.56</u>
2. Federal Unemployment	_____ .6 %	\$ <u>.20</u>
3. State Unemployment	_____ 5.4 %	\$ <u>1.80</u>
4. Workers' Comp. Ins.	_____ 2.3 %	\$ <u>.77</u>
5. General Liability Ins.	_____ .79 %	\$ <u>.26</u>
6. Other (If Applicable):		
<u>Nat'l Electrical Benefit Fund</u>	_____ 3 %	\$ <u>1.00</u>
<u>Marketing Fund</u>	_____ %	\$ <u>.05</u>
		\$ <u>6.64</u>
		Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)	\$ <u>5.68</u>
	Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 56.23

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$ <u>61.86</u>
Holiday Rate: Total Fee Rate	\$ <u>112.47</u>
Overtime Rate: Total Fee Rate	\$ <u>84.35</u>



POSITION 6: WIREMAN TECHNICIAN

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$ <u>31.55</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)		
Health & Welfare	_____ %	\$ <u>5.60</u>
Pension	_____ %	\$ <u>4.20</u>
Other (If Applicable):		
<u>Apprenticeship Training</u>	_____ %	\$ <u>.67</u>
_____	_____ %	\$ _____
		\$ <u>42.02</u>
		Subtotal A

B. Other Direct Labor Overhead

1. FICA	_____ 7.65 %	\$ <u>2.41</u>
2. Federal Unemployment	_____ .6 %	\$ <u>.19</u>
3. State Unemployment	_____ 5.4 %	\$ <u>1.70</u>
4. Workers' Comp. Ins.	_____ 2.30%	\$ <u>.73</u>
5. General Liability Ins.	_____ .79 %	\$ <u>.25</u>
6. Other (If Applicable):		
<u>Nat'l Electrical Benefit Fund</u>	_____ 3.0 %	\$ <u>.95</u>
<u>Marketing Fund</u>	_____ %	\$ <u>.05</u>
		\$ <u>6.28</u>
		Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)		\$ <u>5.36</u>
		Subtotal C

**Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:**

\$ 53.66

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$ <u>57.03</u>
Holiday Rate: Total Fee Rate	\$ <u>107.33</u>
Overtime Rate: Total Fee Rate	\$ <u>80.50</u>



Accelerate Progress for Students

POSITION 7: LABORER, GROUP IV

A. Labor Costs:

1. Base Hourly Rate (From Prevailing Wage Rates)		\$ <u>20.25</u>
2. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)		
Health & Welfare	_____ %	\$ <u>3.80</u>
Pension	_____ %	\$ <u>1.75</u>
Other (If Applicable):		
<u>Apprenticeship Training</u>	_____ %	\$ <u>.67</u>
_____	_____ %	\$ _____
		\$ <u>26.47</u>
		Subtotal A

B. Other Direct Labor Overhead

1. FICA	_____ 7.65 %	\$ <u>1.55</u>
2. Federal Unemployment	_____ .6 %	\$ <u>.12</u>
3. State Unemployment	_____ 5.40 %	\$ <u>1.09</u>
4. Workers' Comp. Ins.	_____ 2.30 %	\$ <u>.47</u>
5. General Liability Ins.	_____ .79 %	\$ <u>.16</u>
6. Other (If Applicable):		
<u>Marketing Fund</u>	_____ %	\$ <u>.05</u>
_____	_____ %	\$ _____
		\$ <u>3.44</u>
		Subtotal B

C. General and Administrative, and Profit (Compute as a Percentage of A.1)		\$ <u>3.44</u>
		Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)

Base Hourly Rate and Items A, B, C:		\$ <u>33.35</u>
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All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$ <u>36.69</u>
Holiday Rate: Total Fee Rate	\$ <u>66.71</u>
Overtime Rate: Total Fee Rate	\$ <u>50.03</u>



Accelerate Progress for Students

POSITION 8: Other

D. Labor Costs:

3. Base Hourly Rate (From Prevailing Wage Rates)		\$	_____
4. Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1)			
Health & Welfare	_____ %	\$	_____
Pension	_____ %	\$	_____
Other (If Applicable):			
_____	_____ %	\$	_____
_____	_____ %	\$	_____
		\$	_____
			Subtotal A

E. Other Direct Labor Overhead

7. FICA	_____ %	\$	_____
8. Federal Unemployment	_____ %	\$	_____
9. State Unemployment	_____ %	\$	_____
10. Workers' Comp. Ins.	_____ %	\$	_____
11. General Liability Ins.	_____ %	\$	_____
12. Other (If Applicable):			
_____	_____ %	\$	_____
_____	_____ %	\$	_____
		\$	_____
			Subtotal B

F. General and Administrative, and Profit (Compute as a Percentage of A.1) \$ _____

Subtotal C

Total for Position (Excluding Shift Differential, Holiday, and Overtime Rates)
Base Hourly Rate and Items A, B, C:

\$ _____

All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)	\$	_____
Holiday Rate: Total Fee Rate	\$	_____
Overtime Rate: Total Fee Rate	\$	_____



TRA-SER PRICING MATRIX

<u>CATEGORIES</u>	<u>TRA-SER REFERENCE</u>	<u>DISCOUNT</u> <u>Off list price</u>
100 Conduit	2100, 1050, 1100, 1110	24%
101 Rigid Conduit Fittings	2200, 2210, 2110, 9200	21%
104 Conduit Hangers	2810, 2820	20%
105 EMT	2300, 1800, 1200	20%
106 Flex Conduit	2400, 1300, 2410, 1400	20%
107 Plastic Conduit	1500, 2230	20%
108 Wire Mold	1900	10%
110 Wire	730, 750, 280, 111, 710, 720, 727, 728	22%
111 Aluminum Wire	502	50%
114 Non-Metallic Cable	121	85%
115 Armored Cable	130, 611	28%
116 Service Entrance Cable	141, 142	26%
117 Bare Wire	301, 302	20%
119 Cords	250, 210, 220, 230, 240	30%
120 Outlet Boxes Switch/Flr	2720, 2600, 2700, 2710, 2730	20%
130 Safety Switches	3100	10%
131 Industrial Breakers	3200	10%
132 Load Centers	3300, 3310, 3320	10%
133 Service Equipment	3300	0%
134 Panel board	3400	0%
135 Meter Socket	3500	9%
136 Pull Boxes, Wire way	3600	15%
138 Motor Control	4100, 4200	5%
140 Condulets	2510, 2520, 2530	16%
150 Fixture Connectors	6420	17%
151 Lugs	6410	19%
152 Anchors	6510	30%
153 Screws	6530	50%



<u>CATEGORIES</u>	<u>TRA-SER REFERENCE</u>	<u>DISCOUNT</u> <u>OFF list price</u>
155 Tools	6610, 6620, 6680	<u>100%</u>
160 Receptacles	5400, 5500, 5600, 5700, 5100, 5200, 5300	<u>25%</u>
161 Switches	5400, 5500, 5600, 5700, 5100, 5200, 5300	<u>25%</u>
162 Plates	5100	<u>25%</u>
164 Cap Connectors	5100	<u>25%</u>
165 Lamp Holders	5100	<u>22%</u>
170 Fuses	6100, 6120, 6130	<u>22%</u>
180 Tape & Solder	6430	<u>90%</u>
190 Transformers	3900, 9500	<u>10%</u>
195 Signaling	6300	<u>44%</u>
200 Fans	8100, 8200	<u>63%</u>
205 Heaters	8580, 8590, 8520, 8530, 8540	<u>22%</u>
210 Recessed Fixtures	7221	<u>18%</u>
220 Florescent Fixtures	7210	<u>32%</u>
230 Floodlights	7340, 7330, 7230, 7310	<u>47%</u>
240 Misc. Fixtures	7320, 7260	<u>18%</u>
250 Lamps	7140, 7150, 7160, 7100 7110, 7120, 7130	<u>20%</u>
255 Ballast	7410, 7420	<u>17%</u>
260 Batteries	6200	<u>82%</u>
270 Time Switches	4400	<u>10%</u>
275 Temperature Controls	4300	<u>65%</u>
280 Wire holders	9100, 9110, 9300	<u>35%</u>

FIXED FEE

Note: NM State Procurement Code NMSA 1978, Paragraph 13-1-149 states that the use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance.
Contractor/Successful Offeror shall provide a fixed fee table in the boxes below.

The values in the table shall be used in the contractor's project estimates where subcontractors are used and shall be provided prior to starting a project with un-priced items that are within the intended scope of the resultant PA. The fixed fee would not be applicable to anything on TRa-Ser list. Once the project is complete, if the project is over or under the estimated values for subcontractor costs, parts and materials and rental equipment other than priced items quoted above, the contractor is still entitled to the administration fixed fee. Contractor shall only invoice for the fixed fee on the final invoice for the project. If the project scope of work changes, the fixed fee shall be re-established again using the table of values below. The cost of subcontractors (in aggregate) used on any project shall not exceed 15% of the total project cost.

Dollar Amount Estimated on Subcontractor and Materials Costs		Fixed Fee (Expressed in Dollar Amount on the estimate for a project)
1	\$1.00 - \$500.00	No markup will be allowed
2	\$501.00 - \$1,000.00	\$50.00
3	\$1,001.00 - \$2,000.00	\$100.00
4	\$2,001.00 - \$3,000.00	\$150.00
5	\$3,001.00 - \$4,000.00	\$200.00
6	\$4,001.00 - \$5,000.00	\$250.00
7	\$5,001.00 - \$6,000.00	\$300.00
8	\$6,001.00 - \$7,000.00	\$350.00
9	\$7,001.00 - \$10,000.00	\$400.00
10	\$10,001.00 and over	\$500.00 maximum

Please note the district reserves the right to negotiate actual fixed fee amounts on a project per project basis as it deems necessary.



Accelerate Progress for Students

Specialized Equipment: Because the nature of the contract may involve use of additional equipment/parts or minor subcontracted work outside the general scope of the contract, but necessary for a complete job, the contractor is required to establish the pricing which will apply. Identify the charges that will apply for all items, indicate pass-through contractor's cost, discount from list, no charge, cost plus or an hourly rate as may be applicable. A cost plus percentage is not acceptable. If an item is not priced, it will be assumed to be included in the contractor's overhead. Listed equipment shall not exceed prevailing rates for rental equipment. Equipment will be added or deleted at the time of contract renewal or upon request by the district. (Note that small tools, tape, miscellaneous screws and similar small items are to be in the contractor's overhead.)

STATEMENT OF SPECIALIZED EQUIPMENT

EQUIPMENT	HOURLY	DAILY	WEEKLY	MONTHLY
Trencher	\$30.00	\$200.00	\$1,160.00	\$4,100.00
Concrete Saw	10.00	75.00	450.00	1,600.00
Welder	20.00	150.00	900.00	3,200.00
Scaffolding	5.00	30.00	700.00	2,500.00
Portable Generators	13.00	90.00	600.00	2,000.00
Cable Pullers	10.00	75.00	450.00	1,600.00
Portable Compressor	15.00	100.00	520.00	2,000.00
Bobcat	40.00	300.00	1,900.00	7,000.00
Post Hold Diggers	5.00	25.00	70.00	120.00
Hydraulic Bender	15.00	100.00	520.00	2,000.00
Back Hoe	55.00	400.00	2,300.00	6,500.00
Compressor	25.00	180.00	900.00	3,400.00
Diamond Blade	5.00	35.00	150.00	150.00
Bucket Truck	45.00	300.00	2,000.00	3,800.00
Crane	55.00	400.00	2,400.00	4,800.00
Other Equipment	Hourly	Daily	Weekly	Monthly
Pot Hole Machine	\$45.00	\$400.00	\$2,400.00	\$4,900.00
Underdawk Cable Puller	45.00	250.00	1,000.00	3,200.00
Digger/Derrick	55.00	400.00	2,400.00	5,200.00
Front End Loader	50.00	350.00	2,000.00	7,500.00
Mini Excavator	45.00	400.00	2,400.00	4,900.00
Dump Truck	47.50	380.00	1,331.00	3,293.00
Water Truck	44.00	352.00	1,122.00	2,520.00

Please add any additional equipment in the remaining space on this form