

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	
CICNATURE	
SIGNATURE	

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



PRICE AGREEMENT NO. 15258 AMENDMENT NO.

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

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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 13-1-26 through 13-1-199 NMSA 1976, imposes civil and criminal penalties for its violation, in addition, the New Mexico Criminal statutes impose telany panalties for illegal bribes, grafulles 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@banddindustries.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

VENDOR AUTHORIZED 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 rate 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 compty 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.

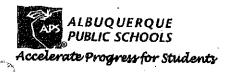
If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the

If, after notice of termination for default, APS determines that the Saller 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 Saller (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 detay, solely by reason of delay. No allowance will be made for articipated 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 II246and II375, and to undertake specifically to maintain employment policles 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 flability for losses, expenses, damages, damands 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.
- P. PATENT AND COPYRIGHT INDEMNITY. Seller shall pay all royally 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 satisfactority 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 limely 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% 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	revailing wage rates for the classification and overhe Hours	
EL-01 High Voltage	Base Hourly Rate:	Hourly Rate
- -	7:00 am – 5:00 pm, Monday – Friday	\$ 53.13
	Excluding weekends and holidays	
	Overtime Rate:	
		\$ 71.95
	5:01 pm - 6:59 am, Monday - Friday	
Journeyman	Excluding weekends and holidays	
ounteyman	Base Hourly Rate:	\$ 57.64
	7:00 am - 5:00 pm, Monday - Friday	
	Excluding weekends and holidays	
	Overtime Rate:	\$ 75.54
•	5:01 pm - 6:59 am, Monday - Friday	
al	Excluding weekends and holidays	·
th Year Apprentice	Base Hourly Rate:	\$ 42.35
•	7:00 am - 5:00 pm, Monday - Friday	12.05
	Excluding weekends and holidays	,
	Overtime Rate:	\$ 59.47
	5:01 pm - 6:59 am, Monday - Friday	Ψ 39.47
	Excluding weekends and holidays	
h Year Apprentice	Base Hourly Rate:	4 0.1 40
• •	7:00 am - 5:00 pm, Monday - Friday	\$ 34.62
	Excluding weekends and holidays	• '
	Overtime Rate:	
		\$ 49.58
	5:01 pm - 6:59 am, Monday - Friday	•
d Year Apprentice	Excluding weekends and holidays	
1 car Applemice	Base Hourly Rate:	\$ 32.37
	7:00 am - 5:00 pm, Monday - Friday	
· · · · · · · · · · · · · · · · · · ·	Excluding weekends and holidays	
	Overtime Rate:	\$ 43.11
	5:01 pm - 6:59 am, Monday - Friday	
	Excluding weekends and holidays	
d Year Apprentice	Base Hourly Rate:	\$ 28.89
	7:00 am - 5:00 pm, Monday - Friday	+ 20.05
	Excluding weekends and holidays	
	Overtime Rate:	\$ 38.78
• • •	5:01 pm - 6:59 am, Monday - Friday	Ψ 30.70
	Excluding weekends and holidays	
Year Apprentice	Base Hourly Rate:	
	7:00 am - 5:00 pm, Monday - Friday	\$ 24.85
	Evoluting ymplends c-1 1-11	
	Excluding weekends and holidays	
	Overtime Rate:	\$34.06
	5:01 pm - 6:59 am, Monday - Friday	
	Excluding weekends and holidays	
	TOTAL	\$646.34



POSITION 1: GROUNDMAN

A.	· · · · · · · · · · · · · · · · · · ·				22.26	
	1. Base Hourly Rate (From Prevailing Wage Rate		_	\$_	22.36	
	2. Fringe/Apprenticeship Benefits: (Compute as		•			
	Health & Welfare	N/A		\$	5.60	· · · · · · · · · · · · · · · · · · ·
	Pension	<u>N/A</u>	%	\$	2.42	
•	Other (If Applicable):					
-	N/A	N/A			N/A	
	N/A	N/A		\$_	N/A	
	N/A	14/7	%	\$		
·			,,	т		
			•		\$_	30.38
						Subtotal A
В.	Other Direct Labor Overhand					
D.	Other Direct Labor Overhead 1. FICA		7.65	%	\$_	1.71
	I.I. Not			/0	_ ۲_	
	2. Federal Unemployment		0.60	%	\$	0.13
		 -	,			
	3. State Unemployment		3.20	%	\$_	0.72
	4. Workers' Comp. Ins.		4.50	. 0/		1.01
	4. Workers Comp. IIIs.		4.30	%	\$	1.01
	5. General Liability Ins.	· .	2.00	%	\$	0.45
	6. Other (If Applicable):					
	,					•
	Apprenticeship	N/	A%	\$	0.67	
	N/A	N/A	۸ .		N/A	
	N/A		<u>4</u> %	\$	N/A	·
		· · · · · · · · · · · · · · · · · · ·			\$	4.69
		•	,		* —	Subtotal B
						1.75
C.	General and Administrative, and Profit (Compute	as a Percentage	of A.1)		\$	
			•			Subtotal C
	Total for Position (Excluding Shift Differential,	Holiday, and Ou	certime Dat	oc)		
	Base Hourly Rate and Items A, B, C:	, ionally, and or	Citine Net	C 3) .		
-	,, -, -,				\$	36.82
rcenta	ges are to be computed based on hourly rate. Cor	itractor must be	definitive r	egardin	g items	included in e
	auditor tracking purposes.		•		v	
•	Shift Differential Rate (per page 31)	\$_	41.52			
	Holiday Rate: Total Fee Rate	·\$	64.51	. — —		
	Overtime Pate: Total Fee Pate	, –	FACC			



POSITION 2: EQUIPMENT OPERATOR

abor Costs: . Base Hourly Rate (From Prevailing Wage Rates)		\$_	32.08
. Fringe/Apprenticeship Benefits: (Compute as a Per Health & Welfare	centage of A.1) N/A %	\$	5.60
Pension	N/A%	\$_	2.42
Other (If Applicable):			
N/A	N/A %	\$	N/A
N/A	N/A	* —	N/A
	%	\$	
			\$ 40.10
			Subtotal A
ther Direct Labor Overhead	7.65		. 7.45
FICA	7.65	%	\$ <u>2.45</u>
Federal Unemployment	0.60	%	\$ <u>0.19</u>
State Unemployment	3.20	%	\$ 1.03
Workers' Comp. Ins.	4.50	%	ş <u>1.44</u>
General Liability Ins.	2.00	%	\$ 0.64
Other (If Applicable):			•
Apprenticeship	N/A _%	\$	0.67
N/A	N/A %	\$	N/A
		•	\$ 6.42
			Subtotal B
eneral and Administrative, and Profit (Compute as a	Percentage of A 11		s 2.33
eneral una mainimorativa, ana i ront foompate ao a	T Groomage of All		Subtotal C
Total for Position (Excluding Shift Differential, Holi	day, and Overtime Rat	es)	
Base Hourly Rate and Items A, B, C:	•		¢ 48.85

Shift Differential Rate (per page 31) \$ 55.60

Holiday Rate: Total Fee Rate \$ 84.37

Overtime Rate: Total Fee Rate \$ 65.45



POSITION 3: LINEMAN/TECH

category for auditor tracking purposes.

Shift Differential Rate (per page 31)
Holiday Rate: Total Fee Rate

Overtime Rate: Total Fee Rate

	2.	C . 1				\$_	E 60	
		Health & Welfare Pension		N/A N/A	% %	\$ \$	5.60 4.20	
	-	Other (If Applicable):		IN/A	70	` >		
	_	NEBF		3.00) %	\$. 1	.13
		NECA		0.50) %	\$ \$	0.	19
	_				_ _ ^-	* <u>-</u> _	Ś	48.87
							* -	Subtotal
B.		ner Direct Labor Overhead FICA	•		7.65	%	\$_	2.87
	2.	Federal Unemployment			.06	%	\$	0.23
	3.	State Unemployment			3.20	%	\$_	1.21
•	4.	Workers' Comp. Ins.	.*		1.50	%	\$_	1.70
	5.	General Liability Ins.			2.00	%	\$	0.76
	6.	Other (If Applicable):		•		-		
	<u>,</u>	NMLCC/LMCC/CAF		N/A	%	\$	0.4	1
		Apprenticeship		N/A	%	\$	0.6	7
							\$	7.85
		•				•		Subtotal
C.	Gen	eral and Administrative, and Profit (Compute as a	Percent	tage of A	A.1)		\$_	7.55
						•		Subtotal (
	To	otal for Position (Excluding Shift Differntial, Holid	lay, and	Overtin	ne Rates)		
	Ва	ase Hourly Rate and Items A, B, C:						64.27

73.44 118.54

91.38



POSITION 4: <u>OUTSIDE CLASSIFICATION CABLE SPLICER</u>

\$41.53
2.00
\$ 3.09 \$ 5.60
\$5.60
ş N/A
N/A
\$
FO 22
\$ 50.22
Subtotal A
% \$ 3.18
0.25
% \$ <u></u>
_% 5 1.33
% \$ <u></u> %
% \$ <u>1.87</u>
% \$ 0.83
§ 0.67
·
\$N/A
8.13
\$ 8.13 Subtotal B
:
\$ <u>2.92</u>
Subtotal C
ates)
61.27
e regarding items included in each

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	\$ 107.33
Overtime Rate: Total Fee Rate	\$ 82.84



POSITION 5: INSIDE CLASSIFICATION CABLE SPLICER

	Fringe/Apprenticeship Benefi Health & Welfare	100 (00.	pate as a i		/A	% %	\$	5.60) .	
	Pension				/A	%	۶ <u> </u>	2.42		٠.
	Other (If Applicable):						۳			
	N/A		•	N	/A ·	o.		N/A		
•	N/A		•	N	/ <u>/ </u>		۰	N/A N/A		
٠.			_			%	· \$			
									41.46	
								\$_	Subtota	ΙΔ
				•						
	her Direct Labor Overhead FICA		•			7.65	%		2.56	
٠.	TICA					7.05	%	\$ <u>_</u>	2,30	
2.	Federal Unemployment					0.60	%	\$	0.20	
3.	State Unemployment				<u></u>	3.20	%	\$_	1.07	
1.	Workers' Comp. Ins.		•. •			4.50	%	\$	1.50	_
i.	General Liability Ins.					2.00	%	\$_	0.67	
	Other (If Applicable):		٠.	٠		•			-	
	N/A				N/A	%	۸.	0.67		
	N/A N/A				N/A	70	٠ <u></u>	N/A		
_						%	\$		<u></u>	
	•	•	÷				,	\$	6.67	
							• •	· · ·	Subtota	B
er	neral and Administrative, and Pr	rafit /Can	nnute ac a	Darcants	age of	F A 1)		\$	2.41	
	er er er o menning (lauve) alla Fl	one (CON	ipute as a	FILETIC	15C U	. w.T)		۳ ج		
			-					-	Subtotal	l 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)	ş 54.8 3
Holiday Rate: Total Fee Rate	\$ 91.95
Overtime Rate: Total Fee Rate	\$ <u>71.25</u>



POSITION 6: WIREMAN TECHNICIAN

Α.	Labor Costs:			20.40
	Base Hourly Rate (From Prevailing Wage Rates)		\$	30.40
	2. Fringe/Apprenticeship Benefits: (Compute as a Per			5.60
	Health & Welfare	N/A %	ş	4.20
	Pension	N/A%	\$	4.20
	Other (If Applicable):			
	NEBF	3.00 %	\$ <u>0</u>	.91
	NECA	0.50 %	<u>\$_0</u>	.15
٠		· · · · · · · · · · · · · · · · · · ·		s 41.26
				Subtotal
В.	Other Direct Labor Overhead			
	1. FICA	7.65	%	\$ 2.33
	2. Federal Unemployment	0.06	%	ş 0.18
				
	3. State Unemployment	3.20	%	\$ 0.97
	4. Workers' Comp. Ins.	4.50	%	\$ <u>1.37</u>
•	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
c	General and Administrative, and Profit (Compute as a Pe	eccentage of A 1\		s 10.10
C.	General and Administrative, and Front (Compute as a re	rcentage of A.I.)	•	Subtotal
	Total for Position (Excluding Shift Differential, Holidan Base Hourly Rate and Items A, B, C:	y, and Overtime Rate	es)	
	base from the analterns P, D, C.			\$ 57.64
	ges are to be computed based on hourly rate. Contractor auditor tracking purposes.	must be definitive r	egarding	items included in
	Shift Differential Rate (per page 31)	\$ 63.51		
	Holiday Rate: Total Fee Rate	\$ 103.68	<u> </u>	



POSITION 7: LABORER, GROUP IV

. Labor Costs:			
Base Hourly Rate (From Prevailing Wage Rates)		\$	23.24
2. Fringe/Apprenticeship Benefits: (Compute as a Percent	-		
Health & Welfare Pension	N/A %	\$	3.80
Other (If Applicable):	<u>N/A</u> %	\$	1.81
Other (ii Applicable).			
Training	N/A %	\$	0.67
	N/A	Ψ	
	%	\$	N/A
	•		\$ 29.52
			Subtotal A
			Subtotal A
Other Direct Labor Overhead			
1. FICA	7.65	%	s 1.78
2. Federal Unemployment	0.06	%	\$ 0.14
3. State Unemployment	5.40	%	\$ 1.25
5. State diemployment	<u> </u>	/0	\$ <u>1.29</u>
4. Workers' Comp. Ins.	4.50	%	\$ <u>1.05</u>
5. General Liability Ins.	2.00	%	\$ 0.46
6. Other (If Applicable):			
	•		
LECET	N/A_%	\$	0.05
CAF	N/A %		0.02
	N/A %	\$	0.02
	•		s 4.75
			Subtotal B
General and Administrative, and Profit (Compute as a Percer	stage of A.1)		4.65
ochoral and Administrative, and Front (compute as a refeet			Subtotal C
Total for Position (Excluding Shift Differential, Holiday, an	d Overtime Rate	es)	•
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



POSITION 8: OTHER: Electrical Foreman

. Labor Costs: 1. Base Hourly Rate (From Prevailing V	Nage Rates)		s 34.71
2. Fringe/Apprenticeship Benefits: (Co	mpute as a Per	rcentage of A.1)	٧
Health & Welfare		N/A%	\$ <u>5.60</u>
Pension	: .	N/A %	\$ 4.20
Other (If Applicable):			
NEBF		3.00 %	\$\$
NECA		0.50 %	ş <u>0.17</u>
	* * * * * * * * * * * * * * * * * * *		\$ 45.72
			Subtotal A
Other Direct Labor Overhead		7.65	2.66
1. FICA		%	\$
2. Federal Unemployment		0.06%	\$0.21
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%	\$ 0.69
6. Other (If Applicable):	•		
NMCC/LMCC/CAF	_	N/A%	\$
JATC	-	%	s0.52
			\$ <u>7.16</u>
			Subtotal B
General and Administrative, and Profit (C	ompute as a Pe	ercentage of A.1)	\$ <u>6.94</u>
			Subtotal C
Total for Position (Excluding Shift Diffe Base Hourly Rate and Items A, B, C:	rential, Holida	y, and Overtime Rates)	\$ <u>59.82</u>

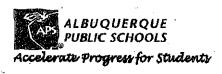
All percentages are to be computed based on hourly rate. Contractor must be definitive regarding items included in each category for auditor tracking purposes.

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



POSITION 8: OTHER: Insta	ller

A.	La	bor Costs:				
	1.	Base Hourly Rate (From Prevailing Wage Rates)				\$ <u>23.39</u>
	2.		centage o	of A.1)	,	
		Health & Welfare	N/A	%	•	s 4.75
		Pension	N/A	<u></u> %		\$ 1,35
		Other (if Applicable):				7 <u> </u>
		NEBF	3.00	%		\$ 0.70
	-					, T
		NECA	0.25	%	-	s 0.06
	Ī					20.25
						s 30.25
						Subtotal A
			-			
3.	Ot	her Direct Labor Overhead		7.65		1 70
	1.	FICA	·	ب0،7	%	\$\$
				0.60		0.14
	2.	Federal Unemployment	· <u> </u>	U.0U	%	ş 0.14
				2.20		
	3.	State Unemployment	<u></u>	3.20	%	ş <u>0.75</u>
				450	•	
	4.	Workers' Comp. Ins.		4.50	%	ş 1.05
	5.	General Liability Ins.		2.00	%	\$ <u>0.47</u>
				•		
•	6.	Other (If Applicable):				
		NMCC/LMCC/CAF		NI/A	مند	0.35 ع
	-	NIVICE/ENVEC/CAP	-	N/A	%	\$\$
		LATC		4.50		و 0.35
	-	JATC		1.50	%	\$0.35
			•			\$ <u>4.90</u>
						Subtotal B
						Juntoral D
	Gal	neral and Administrative, and Profit (Compute as a Po	arcentage	ofA 1)		\$ 4.68
**	uç.	ilei at atia Maitimoti ative, and Front (compate as a fi	ci ceritage	viru4		Subtotal C
	т	otal for Position (Excluding Shift Differential, Holida	w and O	ertime Rat	ac)	JUNIOLEI C
		ase Hourly Rate and Items A, B, C:	iy, and O	CAN HILLS THE	ves)	\$ 39.83
		ase flourly have allu items by by th				y
	Δ	all percentages are to be computed based on hourly r	ate Cont	ractornous	he defi	nitive regarding items
•		ncluded in each category for auditor tracking purpose		. wasters III PAQ	11411	Transaction of the state of the
	. "	to the state of th		-		•
		Shift Differential Rate (per page 31)	\$	43.02		
		Holiday Rate: Total Fee Rate	· Š	73.20		
		Overtime Rate: Total Fee Rate	ė.	56.44		
		Overtime nate, Total rec nate	· + + _	JU.44		



POSITION 8: OTHER: Soundman

	Health & Welfare Pension		/A% /A %		\$	4.75 1.35
	Other (If Applicable):		<u>/A</u> %		\$	
	NEBF	3	.00 %		\$	0.81
	NECA	0	.25%		\$	0.07
	·				\$	33.99
						Subtotal A
)	ther Direct Labor Overhead FICA		7.65	%	\$	2.07
	Federal Unemployment		0.06	%	\$_	0.16
	State Unemployment		3.20	%	\$_	0.86
•	Workers' Comp. Ins.	,	4.50	%	\$_	1.22
	General Liability Ins.		2.00	%	\$_	0.54
	Other (if Applicable):	` •		· .		
	NLMCC/LMCC/CAF		N/A	%	\$ _	0.35
			1.50	%	\$_	0.41
					Ś	5.61
		•			7_	Subtotal B
3	neral and Administrative, and Profit (Compute as a	Percenta	ge of A.1)		\$_	5.40
					•	Subtotal C
	Total for Position (Excluding Shlft Differential, Holk Base Hourly Rate and Items A, B, C:	day, and	Overtime Rati	es)	. \$_	45.00

Holiday Rate: Total Fee Rate

Overtime Rate: Total Fee Rate

83.57

64.23



POSITION 8: OTHER: Technician

Α,	La	bor Costs:		
	1,	The state of the s		s 28.95
	2.	Fringe/Apprenticeship Benefits: (Compute as a I Health & Welfare		
•		Pension	N/A% N/A %	\$ 4.75
		Other (if Applicable):	<u>N/A</u> %	\$ 1.35
	-	NEBF	%	\$0.87
	-	NECA	%	\$ <u>0.07</u>
				\$ 35.99 Subtotal A
		her Direct Labor Overhead FICA	7.65	\$
	2.	Federal Unemployment	0.06	\$0.17
	3.	State Unemployment	3.20 %	\$0.93
	4.	Workers' Comp. Ins.	4.50 %	\$ <u>1.30</u>
	5.	General Liability Ins.	2.00 %	\$0.58
	6.	Other (If Applicable):		
		NLMCC/LMCC/CAF		\$0.35
	_	JATC	1.50 %	ş <u>0.43</u>
				\$ <u>5.97</u>
				Subtotal B
	Ger	eral and Administrative, and Profit (Compute as a	Percentage of A.1)	s 5.79
				Subtotal C
		otal for Position (Excluding Shift Differential, Holi ase Hourly Rate and Items A, B, C:	day, and Overtime Rates)	\$ 47.75

51.80

89.13

68.40

included in each category for auditor tracking purposes.

Shift Differential Rate (per page 31)

Holiday Rate: Total Fee Rate Overtime Rate: Total Fee Rate



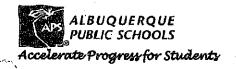
POSITION 8: OTHER: Laborer (Group III)

Labor Costs:					
1. Base Hourly Rate (From Prevailing Wage Rates)				٠\$_	18.00
2. Fringe/Apprenticeship Benefits: (Compute as a Pe	ercentage	of A.1)			
Health & Welfare	TV,	Α%		\$_	3.80
Pension	N/	A _%		\$	1.81
Other (if Applicable):					
		•			0.31
Training	N/	'A %	•	Ś	0.02
			-		N/A
	N/	'A %		\$	14/7
					23.92
			•	\$	23.92
					Subtotal A
		•		•	
Other Direct Labor Overhead		7.65			1.38
1. FICA		د.ن.	_%	\$_	1.56
		0.06		_	0.11
2. Federal Unemployment		0.06	%	\$_	0.11
	. –	5.40			0.07
3. State Unemployment		5.40	%	\$_	0.97

4. Workers' Comp. Ins.	<u></u>	4.50	%	\$_	0.81
				•	
5. General Liability Ins.	_	2.00	%	\$_	0.36
•					
6. Other (If Applicable):					
					0.05
LECET	-	N/A	%	\$_	0.03
	•			- '	0.02
CAF	_	N/A	%	.\$_	U.U2
					2.70
				\$_	3.70
					Subtotal B
		* * * *			3.60
General and Administrative, and Profit (Compute as a F	Percentag	e of A.1)		\$_	
The state of the s			1		Subtotal C
Total for Position (Excluding Shift Differential, Holid	ay, and C	vertime Rat	tes)		24 22
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)	\$ <u>35.51</u>
Holiday Rate: Total Fee Rate	\$ <u>56.44</u>
Overtime Rate: Total Fee Rate	\$ <u>43.83</u>

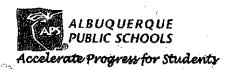


TRA-SER PRICING MATRIX

CATEGORIES		TRA-SER REFERENCE	DISCOUNT
			Off list price
100	Conduit	2100, 1050, 1100, 1110	45%
101	Rigid Conduit Fittings	2200, 2210, 2110, 9200	45%
104	Conduit Hangers	2810, 2820	25%
105	ЕМТ	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	
152	Anchors	6510	15%
153	Screws	6530	75%



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



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. Acost 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 preveiling 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
			,	

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.

D		mated o iterials C	n Subcontractor and 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 an	d 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.



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

Ε Ν D Ó

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-(-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 Thorton

Phone: 505-275-9369

Email: tthornton@entelcomm.com

ROCUREMENT DIVISION AUTHORIZED SIGNATUR

VENDOR AUTHORIZED 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 relmburse 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. Notwithstending 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.
- 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 shell pay Seller as full compensation for performance until such termination: (1) the unit or pro rate 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 Selter's default, in whole or in part, at any time, if Selter 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 fallure 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, Selfer shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

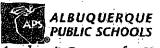
If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, 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 regulard delivery schedule.

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 II246and II375, 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 retaining 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 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		64.00
	Excluding weekends and holidays	ĺ	1
	Overtime Rate:	\$	· · · · · · · · · · · · · · · · · · ·
•.	5:01 pm - 6:59 am, Monday - Friday	1 4	89.00
	Excluding weekends and holidays	1.	•
Journeyman	Base Hourly Rate:	-	
	7:00 am - 5:00 pm, Monday - Friday	\$	64.00
	Excluding weekends and holidays		
	Overtime Rate:		<u> </u>
		\$	89.00
	5:01 pm - 6:59 am, Monday - Friday	İ	
-th +z	Excluding weekends and holidays		
5th Year Apprentice	Base Hourly Rate:	\$	50.00
	7:00 am - 5:00 pm, Monday - Friday	Ι.	20:44
	Excluding weekends and holidays	1	
	Overtime Rate:	\$	50,00
	5:01 pm - 6:59 am, Monday - Friday	1	
	Excluding weekends and holidays	. ŀ	
th Year Apprentice	Base Hourly Rate:	\$	41.00
	7:00 am - 5:00 pm, Monday - Friday	"	41.00
	Excluding weekends and holidays	1.	
	Overtime Rate:	\$	44.00
	5:01 pm - 6:59 am, Monday - Friday	1 *	41.00
	Excluding weekends and holidays		그 원건 : 그
rd Year Apprentice	Base Hourly Rate:	- ds	
1 and 1 Abbiguition	7:00 am - 5:00 pm, Monday - Friday	\$	36.00
	Excluding weekends and holidays		
	Overtime Rate:	-	
		\$.	36.00
	5:01 pm - 6:59 am, Monday - Friday	1.	
nd to:	Excluding weekends and holidays	1	. 111
nd Year Apprentice	Base Hourly Rate:	\$	33.00
	7:00 am - 5:00 pm, Monday - Friday	Ţ.	
	Excluding weekends and holidays	J	
	Overtime Rate:	\$	33.00
	5:01 pm - 6:59 am, Monday - Friday	· ; ·	33.00
	Excluding weekends and holidays	'	
Year Apprentice	Base Hourly Rate:	\$	26.00
· · · · · · · · · · · · · · · · · · ·	7:00 am - 5:00 pm, Monday - Friday		20,00
	Excluding weekends and holidays		
	Overtime Rate:	\$	26,00
	5:01 pm – 6:59 am, Monday – Friday	Ψ:	40.00
	Excluding weekends and holidays		
	TOTAL	<u> </u>	678.00

POSITION 1: GROUNDMAN

2. Fringe/Apprenticeship Benefits: (Compute as a	Percentage of A.1)
Health & Welfare Pension	% \$
Other (If Applicable):	% \$
Omer (ir Applicable):	
	% \$ <u>11.34</u>
	% \$67_
	ф 2427
	\$ <u>34.37</u>
	Subtotal
Other Direct Labor Overhead	
1.FICA	7.65 % \$ 1.71
2.Federal Unemployment	8 % \$.18
Ctota TI 1	
3.State Unemployment	<u>5.4</u> % \$ _{1,21}
.Workers' Comp. Ins.	
. Workers Comp. ms.	
.General Liability Ins.	
The state of the s	2.00 % \$.45
Other (If Applicable):	
().	-
	% \$
:	
	% \$
	\$ 4.23
	Subtotal]
eneral and Administrative, and Profit (Compute as	a Percentage of A.1) \$ 3.86
	Subtotal (
Total for Devition (B.) N. Chia	
Total for Position (Excluding Shift Differential, Base Hourly Rate and Items A, B, C:	Holiday, and Overtime Rates)
base mounty Rate and Items A, B, C:	
	\$ <u>42.46</u>
All percentages are to be computed based on hourly tems included in each category for auditor tracking	y rate. Contractor must be definitive regarding purposes.
Shift Differential Rate (per page 31)	\$_42.46

POSITION 2: EQUIPMENT OPERATOR

	Percentage of A.1)
Health & Welfare Pension	% \$
Other (If Applicable):	% \$
· · · · · · · · · · · · · · · · · · ·	
	% \$13.77
	% \$ 57
	% \$67
	\$ 46.52
0.5	Subtotal A
Other Direct Labor Overhead 1. FICA	
2. Federal Unemployment	8% \$27
3. State Unemployment	5.4 % \$ 1.73
. Workers' Comp. Ins.	
	3.02 % \$97
General Liability Ins.	
. Other (If Applicable):	
, , , , , , , , , , , , , , , , , , ,	
	% \$
	 % \$
	\$ 6.06
	\$6.06 Subtotal B
eneral and Administrative, and Profit (Compute as	
, (Compute as	s a Percentage of A.1) \$5.26
'	Subtotal C
Total for Position (Finally 1) Cutto mass	Subtotal C
Total for Position (Excluding Shift Differential, Base Hourly Rate and Items A. R. C:	•
Fotal for Position (Excluding Shift Differential, Base Hourly Rate and Items A, B, C:	Holiday, and Overtime Rates)
All percentages are to be computed based on hours	Holiday, and Overtime Rates) \$ 57.84
All percentages are to be computed based on hours	Holiday, and Overtime Rates) \$ 57.84
Total for Position (Excluding Shift Differential, Base Hourly Rate and Items A, B, C: All percentages are to be computed based on hourly tems included in each category for auditor tracking Shift Differential Rate (per page 31) Holiday Rate: Total Fee Rate	S 57.84 y rate. Contractor must be definitive regarding purposes.

POSITION 3: <u>LINEMAN/TECH</u>

1. Base Hourly Rate (From Prevailing Wage Rates) 2. Pringe/Apprenticeship Benefits: (Compute as a Percentage of A.1) Health & Welfare Pension Other (If Applicable):	A. Labor Costs: 1. Base Hourly Rate (From Prevailing Wage P					
Pension Other (If Applicable):	2. Fringe/Apprenticeship Repefits: (Compute a	lates)	-4 CA 1X		\$	37.75
Other (If Applicable): 15.19	ricain of Meliale	as a Percei	ntage of A.1)	0/	ф	
Other Direct Labor Overhead 1. FICA 7.65 8 2.89 2. Federal Unemployment 8 % \$.30 3. State Unemployment 5.4 % \$ 2.04 4. Workers' Comp. Ins. 5. General Liability Ins. 6. Other (If Applicable): 96 \$ 7.13 Subtotal B Seneral and Administrative, and Profit (Compute as a Percentage of A.1) Total for Position (Excluding Shift Differntial, Holiday, and Overtime Rates) Base Hourly Rate and Items A, B, C: \$ 66.81 Holiday Rate: Total Fee Rate \$ 66.81			1		• •	
S 53.61 Subtotal A Other Direct Labor Overhead 1. FICA 7.65 8 2.89 2. Federal Unemployment 8 % \$.30 3. State Unemployment 5.4 % \$ 2.04 4. Workers' Comp. Ins. 5. General Liability Ins. 6. Other (If Applicable):	Other (If Applicable):				Ψ.	
Mother Direct Labor Overhead 1. FICA 2. Federal Unemployment 3. State Unemployment 4. Workers' Comp. Ins. 5. General Liability Ins. 6. Other (If Applicable):				%	\$	15 19
S 53.61 Subtotal A Other Direct Labor Overhead 1. FICA 7.65 9% \$ 2.89 2. Federal Unemployment 8 9% \$.30 3. State Unemployment 5.4 9% \$ 2.04 4. Workers' Comp. Ins. 3.02 9% \$ 1.14 5. General Liability Ins. 2.0 9% \$ 7.6 Other (If Applicable): 96 \$ 5 Other (If Applicable): 97 Subtotal B Seneral and Administrative, and Profit (Compute as a Percentage of A.1) Total for Position (Excluding Shift Differntial, 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) \$ 66.81 Holiday Rate: Total Fee Rate \$ 66.81					, -	43.43
Other Direct Labor Overhead 1. FICA 7.65 % \$ 2.89 2. Federal Unemployment 8. % \$.30 3. State Unemployment 5.4 6. Workers' Comp. Ins. 7.65 6. Other (If Applicable): 7.65 8. 7.13 Subtotal Beleneral and Administrative, and Profit (Compute as a Percentage of A.1) 8. 7.13 Subtotal Beleneral and Administrative, and Profit (Compute as a Percentage of A.1) 8. 6.07 Subtotal C Total for Position (Excluding Shift Differntial, Holiday, and Overtime Rates) Base Hourly Rate and Items A, B, C: \$ 66.81 Holiday Rate: Total Fee Rate \$ 66.81 Constitute Parts Total Fee Rate \$ 66.81				%	\$_	.67
Other Direct Labor Overhead 1. FICA 7.65 % 2.89 2. Federal Unemployment 3. Workers' Comp. Ins. 5.4 6. Other (If Applicable): 7.65 7.13 Subtotal A Subtotal A Substate Unemployment 5.4 8 9 1.14 5. General Liability Ins. 7 6. Other (If Applicable): 8 7 8 7 8 7 8 7 8 7 8 7 8 7 8 7 8 8					\$ -	53.61
1. FICA 7.65 9/8 2.89 2. Federal Unemployment 8/8 3.30 3. State Unemployment 5.4 Workers' Comp. Ins. 3.02 9/8 1.14 5. General Liability Ins. 2.0 9/8 76 Other (If Applicable): 9/8 \$ 7.13 Subtotal B Seneral and Administrative, and Profit (Compute as a Percentage of A.1) Total for Position (Excluding Shift Differntial, Holiday, and Overtime Rates) Base Hourly Rate and Items A, B, C: \$ 66.91 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) \$ 66.81 Holiday Rate: Total Fee Rate \$ 66.81					_	
2. Federal Unemployment .8	Other Direct Labor Overhead					-
3. State Unemployment 5.4 % \$ 2.04 4. Workers' Comp. Ins. 3.02 % \$ 1.14 5. General Liability Ins. 2.0 % \$	1. FICA		7.65	%	\$	2.89
3. State Unemployment 5.4 % \$ 2.04 4. Workers' Comp. Ins. 3.02 % \$ 1.14 5. General Liability Ins. 2.0 % \$	2. Federal Unemployment		. 8	 %	\$	30
4. Workers' Comp. Ins. 3.02 % \$ 1.14 5. General Liability Ins. 2.0 % \$	3 State Linempley mant	-			. 🏲 —	
5. General Liability Ins. 2.0 % \$	s. State Onemployment	_	5.4	%	\$_	2.04
5. Other (If Applicable): Mathematical Structure Mathematical Stru	4. Workers' Comp. Ins.	_	3.02	%	\$	1.14
Solution (If Applicable): 1	5. General Liability Ins.		2.0	%	\$	76
\$\frac{\\$ \ 7.13}{\\$ Subtotal B}\$\$ ieneral and Administrative, and Profit (Compute as a Percentage of A.1) \$\frac{\}{5.07}\$\$ Subtotal C\$\$ Total for Position (Excluding Shift Differntial, Holiday, and Overtime Rates) Base Hourly Rate and Items A, B, C: \$\frac{\}{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) \$\frac{\}{66.81}\$\$ Holiday Rate: Total Fee Rate \$\frac{\}{66.81}\$\$	6. Other (If Applicable):	,			-	
\$\frac{\\$ \ 7.13}{\\$ Subtotal B}\$\$ ieneral and Administrative, and Profit (Compute as a Percentage of A.1) \$\frac{\}{5.07}\$\$ Subtotal C\$\$ Total for Position (Excluding Shift Differntial, Holiday, and Overtime Rates) Base Hourly Rate and Items A, B, C: \$\frac{\}{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) \$\frac{\}{66.81}\$\$ Holiday Rate: Total Fee Rate \$\frac{\}{66.81}\$\$				%	\$	
Seneral and Administrative, and Profit (Compute as a Percentage of A.1) Subtotal B Subtotal B Subtotal C Total for Position (Excluding Shift Differntial, 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) \$ 66.81 Holiday Rate: Total Fee Rate \$ 66.81				· .	₩-	· · · · · · · · · · · · · · · · · · ·
Subtotal B seneral and Administrative, and Profit (Compute as a Percentage of A.1) Subtotal C Total for Position (Excluding Shift Differntial, Holiday, and Overtime Rates) Base Hourly Rate and Items A, B, C: Subtotal C Total for Position (Excluding Shift Differntial, Holiday, and Overtime Rates) Subtotal C		· —		%	\$_	· ·
Subtotal B seneral and Administrative, and Profit (Compute as a Percentage of A.1) Subtotal C Total for Position (Excluding Shift Differntial, Holiday, and Overtime Rates) Base Hourly Rate and Items A, B, C: Subtotal C Total for Position (Excluding Shift Differntial, Holiday, and Overtime Rates) Subtotal C					s	7.13
Total for Position (Excluding Shift Differntial, 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) Holiday Rate: Total Fee Rate \$ 66.81		•	•	• ,	·	
Total for Position (Excluding Shift Differntial, 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) Holiday Rate: Total Fee Rate \$ 66.81	eneral and Administrative, and Profit (Compute a	as a Perce	ntage of A 1)		e	6.07
Total for Position (Excluding Shift Differntial, 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) Holiday Rate: Total Fee Rate \$ 66.81	· · · · · · · · · · · · · · · · · · ·				Ψ	
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 \$ 66.81	Total for Position (Evolution Chica Dice.	**				
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) \$ 66.81 Holiday Rate: Total Fee Rate \$ 66.81	Base Hourly Rate and Items A. B. C:	, Holiday,	and Overtin	ne Rat	tes)	
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) \$ 66.81 Holiday Rate: Total Fee Rate \$ 66.81					\$	66.81
Holiday Rate: Total Fee Rate \$ 66.81	All percentages are to be computed based on hour items included in each category for auditor tracking	rly rate. C	ontractor mus	t be d		
Overetime Parks, Text ID - D			*			
Overtime Rate: Total Fee Rate \$_66.81	Holiday Rate: Total Fee Rate	\$	66.81			
	Overtime Rate: Total Fee Rate	\$	66.81			

POSITION 4: OUTSIDE CLASSIFICATION CABLE SPLICER

. Labor Costs: 1. Base Hourly Rate (From Prevailing Wage De		
 Base Hourly Rate (From Prevailing Wage Rate) Fringe/Apprenticeship Benefits: (Compute as Italia & Walt) 	ites) \$ 41.5	3
mealth & welfare	** Tercentage of A.1)	
Pension		
Other (If Applicable):	, v v	 .
•	• •	
	% \$16.1	4
	0 / 0	
	% \$6	7
	\$ 58.3	14
	Subtot	
Other Direct Labor Overhead		
1. FICA		,
	7.65% \$ <u>3.18</u>	
2. Federal Unemployment	8% \$ 3	
	8	3
3. State Unemployment		
4. Workers' Comp. Ins.	2.00	
Workers Comp. Ms.		<u> </u>
. General Liability Ins.	2.00 % \$.8	3
Other (If Applicable):	•	
·		
	% \$	
	% \$	
•	\$ 7-68	
	Subtota	l R
one and A. I		
eneral and Administrative, and Profit (Compute as	s a Percentage of A.1) \$ 6.60	
	Subtota	l C
Total for Position (Excluding Shift Differential	Holiday and Organting Date	
Base Hourly Rate and Items A, B, C:	, monuay, and Overtime Kates)	
	§ 72.62	
411		
All percentages are to be computed based on hour items included in each category for auditor tracking	ly rate. Contractor must be definitive regard g purposes.	ing
Shift Differential Rate (per page 31)	\$72.62	
Holiday Rate: Total Fee Rate	\$72.62	
Overtime Rate: Total Fee Rate	\$ 72.62	

POSITION 5: INSIDE CLASSIFICATION CABLE SPLICER

Z. Fringe/	Apprenticeship Benefits: (Comp	ute as a Perce	ntage of A.1)		-	33.44
Pension	& Welfare			%	\$_	·
	f Applicable):	•		%	\$_	
Outor (ii ripplicatio).					
				%	\$	10.45
					φ ₋ _	10.45
			, 	%	\$_	.67
•					\$	44.56
					4 ~	Subtotal A
Other Direc	t Labor Overhead					
. FICA		-	7.65	%	\$_	2.56
. Federal	Unemployment		^	. 07	ф	
		-	. 8	%	\$.27
. State Un	employment	_	5.4	%	\$	1.81
Workers	'Comp. Ins.	_	3.02	_%	\$_	1.01
General	Liability Ins.		2.00	%	\$,67
Other (If	Applicable):			•		<u> </u>
, O.2207 (II	r repriore of the second of th					
	<u>:</u>			_%	\$	
					_	
		·		_%	\$	
					\$	6.32
•	•				*	Subtotal B
eneral and	Administrative, and Profit (Comp	oute as a Perce	entage of A 1)		\$	5.09
	, , , , , , , , , , , , , , , , , , ,	, 			—	Subtotal C
m., 10 ~~	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			٠.		,
1 Otai Ior F Resa Haur	osition (Excluding Shift Differ ly Rate and Items A, B, C:	ential, Holida	y, and Overti	me R	ates)	
Dase Hour	ty Kate and Items A, B, C:				an ·	FF 07
					\$	55.97
All percenta	ages are to be computed based or	hourly rate, (Contractor mus	st be d	efinit	ive reparding
items includ	led in each category for auditor t	racking purpo	ses.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	VALIII.	TO TOBULGHING
Si	nift Differential Rate (per page 3	1) \$	55.97			
77	oliday Rate: Total Fee Rate	\$	55 O7		•	•
H	omany raic, total recitate	43	55.97			
	vertime Rate: Total Fee Rate	. Ф.	55,97			

POSITION 6: WIREMAN TECHNICIAN

A. Labor Costs:				
 Base Hourly Rate (From Prevailing Wage Rat Fringe/Apprenticeship Benefits: (Compute as Health & Wolfers) 	es)		\$	30.40
Ticatui & Weitale	a Percentage of A.1)	%	ø	
Pension		—%	\$ \$	
Other (If Applicable):			Ψ	
· 				
		%	\$.	10.36
	<u></u>	%	\$.67
				.07
			\$_	41.43
Od P. T.				Subtotal A
Other Direct Labor Overhead I. FICA				
I. TICA	7.65	_%	\$_	2.33
2. Federal Unemployment	. 8	%	\$	
2 04-4-11		_′0	Φ_	24
3. State Unemployment	5.4	_%	\$_	1.64
4. Workers' Comp. Ins.	3,02	0.7		
	3,02	_%	\$. 92
5. General Liability Ins.	2.00	%	\$	61
6. Other (If Applicable):		-	-	
(2.1.pp.noaule).			٠	
		%	\$	
			*	
		_%	\$	
			\$	
			Ψ	5.74 Subtotal B
General and Administrative, and Profit (Compute as a	. The state of the			-
the compare as a	Percentage of A.1)		\$	4.72
				Subtotal C
Total for Position (Excluding Shift Differential, I	Holiday, and Overtin	ae Ra	tes)	
Base Hourly Rate and Items A, B, C:				
			S	51.89
All percentages are to be computed based on hourly items included in each category for auditor to all	rate. Contractor must	be de	finiti	ve regardino
items included in each category for auditor tracking	purposes.			D
Shift Differential Rate (per page 31)	.			٠
	\$51.89	_		
Holiday Rate: Total Fee Rate	\$ 51.89			•
				
Overtime Rate: Total Fee Rate	\$ 51.89			

POSITION 7: LABORER, GROUP IV

A. Labor Costs:				
1. Base Hourly Rate (From Prevailing Wage Rate) 2. Fringe/Apprenticeship Benefits (Garage)	ates)		\$	20.25
2. Fringe/Apprenticeship Benefits: (Compute as Health & Welfare	s a Percentage of A.1)		40.25
Pension				
Other (If Applicable):			6 \$	
		%	\$	5.68
		_ 	•	-
		%	\$	67
			\$	
			Φ.	26.60 Subtotal A
B. Other Direct Labor Overhead				Zubiotii A
1. FICA	· -			
2 77 1 277	7.65	%	\$_	1.55
2. Federal Unemployment		%	\$	16
3. State Unemployment	-		-	.10
	5.4	%	\$_	1.09
4. Workers' Comp. Ins.	3.02	%	\$	61
5. General Liability Ins.				
and the second s	2.00	%	\$.41
6. Other (If Applicable):	•			
		%	\$	
		%	e	
···		/0	Ψ	
			\$	3.82
				Subtotal B
General and Administrative, and Profit (Compute as	a Percentage of A 1)		e r	
, ,	or o	•	Φ	3.04 Subtotal C
Total for Position (Evoluting State Pres				Subtotal C
Total for Position (Excluding Shift Differential, Base Hourly Rate and Items A, B, C:	Holiday, and Overt	ime Ra	ites)	
21, 1, 0,			an 7	33.46
A11			~ —	
All percentages are to be computed based on hourly items included in each category for auditor tracking	y rate. Contractor mus	st be de	efinitiv	ve regarding
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

CATE	<u>GORIES</u>	TRA-SER REFERENCE	DISCOUNT
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	
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	
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	
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

CATEG	CORIES	TDA CED DEFEDERACE		77.7.	-
		TRA-SER REFERENCE		DISCOUNT	
155	Tools	6610, 6620, 6680	,	25	
160	Receptacles	5400, 5500, 5600, 5700,			
	• •	5100, 5200, 5300		<u></u>	
161	Switches	5400, 5500, 5600, 5700,		57	
		5100, 5200, 5300			
162	Plates	5100	•	73	
164	Cap Connectors	5100			• .
165	Lamp Holders	5100		67	
170	Fuses	6100, 6120, 6130			-
180	Tape & Solder	6430		14	
190	Transformers	3900, 9500		64	
195	Signaling	6300		28	
200	Fans	8100, 8200	٠.	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		32	
		7110, 7120, 7130			
255	Ballast	7410, 7420	٠.	_31	<u>.</u>
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.

D		imated o aterials C	n Subcontractor and 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 a	nd 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 preveiling 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	* Land Land by		· 	
Trencher	HOURLY	DAILY	MEEKLY	MONTHLY
Concrete Saw	21.09	126.55	442.92	1,550.23
Welder	3.55	21.14	73.98	258.94
Scaffolding	36.30	143.11	681.31	1,794.01
Portable Generators	25.93	77.78	388.88	881.45
Cable Pullers	10.00	21.83	56.76	198.68
Portable Compressor	5.29	31.75	111.12	388.91
3obcat	9.33	55.98	195.94	685,78
Post hold diggers	22.00	115,00	450.00	1,100.00
lydraulic Bender	4.50	27.02	94.56	330.96
ack Hoe	10.00	80.00	200.00	400.00
	22.00	165.00	610.00	1,810.00
ompressor	10.00	80.00	360.00	1,080.00
iamond Blade	2.58	15.48	54.19	189.67
ucket Truck	37.06	222.36	778.24	2,723.85
rane	51.85	331.84	1,026.63	2,851.75
			1,020.00	2,00,1,70
OTHER EQUIPMENT	HOURLY	DAILY	WEEKLY	MONTHLY
Lift	45.00	147.49	E16 00	
Threading Machine	3.00	23.00	516.22 112.00	1,806.78
No. of Contract of			112,00	446.00

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



41538

PRICE AGREEMENT NO. 15259 AMENDMENT NO.

ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION PO BOX 25704 ALBUQUERQUE, NEW MEXICO 87125 PHONE (605) 881-8415 FAX (505) 830-1161

				
VENDOR	APIC Solutions, 5550 Midway Pa Albuquerque, NI	rk PL NE	SHIP TO	Facilities, Design & Construction Maintenance & Operations Department 915 Oak St. NE Albuquerque, NM 87106
· [DATE	Uninon con	ATTENTION	
	1/28/2019	VENDOR CODE	.	Karen Alarid, John Dufay

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes dvit and criminal penalties for its victation, in addition, the New Mexico Criminal statutes impose follow penalties for literal britiss, gratuities and Nickbacks.

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

REMENT DIVISION AUTHORIZED SIGNATURE

Date

VENDOR AUTHORIZED SIGNATURE

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, or the provisions of this order, or the provisions of the services. In the service of the services and services. Notwithstanding final acceptance and services. Seller shall be liable for latest defeats found or such a service as a popular to final acceptance. supplies and services. Notwithstanding final acceptance and payment, Selter 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
- 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 walves this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed heraunder.
- 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 rate 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 neadleance 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,

and notice of termination for detailin, APS determines that the series was not in detail 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 #246and #375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of apportunity 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. INDEMINIFICATION 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 properly 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 work by or consultants, except to the extent of liability arising out of the negligent 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 Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent 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 Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent 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 Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent 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 Seller (seller). 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 afterneys' 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
- 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.

<u>NOTE</u>: 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 t	o 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 the	nrough the (NNMIEC) Northern New Mexico Independent Electrical			
Contractors Assoc.				
The percentage of Journeyman wages a	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 Derind 90%				



LABOR RATES -

lourly 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	NIA
	Excluding weekends and holidays	N/A
	Overtime Rate:	S
The second secon	5:01 pm - 6:59 am, Monday - Friday	
	Excluding weekends and holidays	N/A
Tourneyman	Base Hourly Rate:	\$
Outhoyinan	7:00 am – 5:00 pm, Monday – Friday	
	Excluding weekends and holidays	55.45
· · · · · · · · · · · · · · · · · · ·	Overtime Rate:	
		\$
	5:01 pm - 6:59 am, Monday - Friday	79.84
	Excluding weekends and holidays	
^{5th} Year Apprentice	Base Hourly Rate:	\$
•	7:00 am – 5:00 pm, Monday – Friday	38.23
	Excluding weekends and holidays	00.20
	Overtime Rate:	\$
	5:01 pm ~ 6:59 am, Monday – Friday	53.52
	Excluding weekends and holidays	55,52
Th Year Apprentice	Base Hourly Rate:	\$
. 1002 1200100000	7:00 am - 5:00 pm, Monday - Friday	'·
	Excluding weekends and holidays	40.09
Linkly to the control of the control	Overtime Rate:	\$
	5:01 pm - 6:59 am, Monday - Friday	
		56.12
and war	Excluding weekends and holidays	
rd Year Apprentice	Base Hourly Rate:	\$
	7:00 am - 5:00 pm, Monday - Friday	36.88
***************************************	Excluding weekends and holidays	
	Overtime Rate:	\$
	5:01 pm - 6:59 am, Monday - Friday	51.63
	Excluding weekends and holidays	
od 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
st Year Apprentice	Base Hourly Rate:	\$
1 car Apprentice	7:00 am – 5:00 pm, Monday – Friday	. *
		26.75
	Excluding weekends and holidays	
	Overtime Rate:	\$
	5:01 pm - 6:59 am, Monday - Friday	37.45
	Excluding weekends and holidays	
	${f T}$	OTAL \$545.40



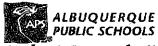
POSITION 1: GROUNDMAN

Α.	Labor Costs:			4
	1. Base Hourly Rate (From Prevailing Wage Rates)	•	\$	22.36
	2. Fringe/Apprenticeship Benefits: (Compute as a Perce	entage of A.1)		
	Health & Welfare	%	\$	1.14
	Pension	<u>3.0</u> %	\$.67
	Other (If Applicable):			
				40.00
	Cash Fringe	<u>45.61</u> %	\$	10.20
		%	Ś	
•			Ť	
		•		\$ <u>34.37</u>
,				Subtotal A
	Other Other Lebes Oscales and			
В.	Other Direct Labor Overhead 1. FICA	7.65	%	\$ 1.71
	I.FICA			7 1.71
	2. Federal Unemployment	.80	%	\$18
	• •			
•	3. State Unemployment	2.0	_%	\$ <u>.45</u>
•				
	4. Workers' Comp. ins.	2.41	_%	\$.54
	5. General Liability Ins.	.64	_%	\$14
	6. Other (If Applicable):	•		
		•		•
	Auto Insurance	1.08%	\$	24
		%	\$	
				s 3,26
				Subtotal B
C.	General and Administrative, and Profit (Compute as a P	ercentage of A.1)		\$ 7.86
		,		Subtotal C
	Total for Position (Excluding Shift Differential, Holid	av and Avertima Pates	 1	
	Base Hourly Rate and Items A, B, C:	ay, and Over time Rates	,	
	Base Healty have all a regulary by or			\$ 45.49
All percenta	ages are to be computed based on hourly rate. Contracto	or must be definitive reg	arding	
	r 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>	<u>. </u>	



POSITION 2: EQUIPMENT OPERATOR

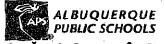
. Labor Costs:						
1. Base Hourly Rate (From Prevailing Wag	e Rates)			\$	32,0) <u>8</u>
2. Fringe/Apprenticeship Benefits: (Comp	ute as a Percen	tage of A.1)				
Health & Welfare		5.10	%	\$	1.6	4
Pension		3.00	%	\$.96)
Other (If Applicable):						
		•		4		
Cash Fringe	.	36.91	%	\$	11.8	4
			%	\$		<u>.</u>
•						
					\$_	46.52
•						Subtotal A
Others Direct L. L. C. L. L.						-
Other Direct Labor Overhead		•		_ :		
1. FICA		<u></u>	<u>7.65</u>	%	\$	2.45
2. Federal Unemployment						
2. Federal Unemployment			.80	%	\$_	.26
3. State Unemployment			00	0.1		0.4
5. State onemployment		<u> </u>	2.00	%	\$.64
4. Workers' Comp. Ins.		•	.41	%	\$.77
The state of the s			- T I	/0	' —	
5. General Liability Ins.			64	%	\$.21
	•		7			
6. Other (If Applicable):						
· · · · · · · · · · · · · · · · · · ·				_		•
Auto Insurance	.	1.08	_%	\$.35	· · · · · · · · · · · · · · · · · · ·
	•			4		
			_%	\$		
	·					
,	•				\$	4.68
						Subtotal B
General and Administrative, and Profit (Co	mnuta se a Dore	contago of A	11		\$	10.70
one and real motion of and reone (co	inpute as a reit	zentage of A	. 1		٠,	Subtotal C
					•	JUDIOLAI C
Total for Position (Excluding Shift Differe	ential. Holiday.	and Overtin	ne Rate	e)		
Base Hourly Rate and Items A, B, C:		WILM CARLINIS	iic nate	a s asta		
,,,				-	4	61.90
All percentages are to be computed base	d on hourly rate	e. Contracto	r must !	he defin	itive re	
included in each category for auditor trac	cking purposes					Derania ireilia
Shift Differential Rate (per pag	e 31)	\$ 7	2,42			
Holiday Rate: Total Fee Rate	•		16.37	;		
Overtime Rate: Total Fee Rate			20 12			



Accelerate Progress for Students

POSITION 3: LINEMAN/TECH

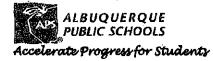
Α.	Labor Costs:			
	Base Hourly Rate (From Prevailing Wage Rates)		\$	37.75
	2. Fringe/Apprenticeship Benefits: (Compute as a Po	ercentage of A.1)		
	Health & Welfare	%	\$	1.93
	Pension	3.00%	\$	1.13
	Other (If Applicable):		•	
•	Cash Fringe	33.91%	\$	12,80
		%	\$	
	•			
				\$ <u>53.61</u>
				Subtotal A
В.	Other Direct Labor Overhead			
	1. FICA	7.65	%	\$ 2.89
	2. Federal Unemployment	80	%	\$30
	3. State Unemployment	2.00	%	\$76
	4. Workers' Comp. Ins.	2.41	%	\$91
	5. General Liability Ins.	64	%	\$24
	6. Other (If Applicable):			
	Auto insurance	1,08%	\$.41
		%	\$	
				\$ 5.51
				Subtotal B
c	General and Administrative, and Profit (Compute as a	Percentage of A 1)		\$ 12.35
C,	General and Administrative, and Front (Compare as a	r creentage or Ally		Subtotal C
		•		•
	Total for Position (Excluding Shift Differntial, Holid		s)	
	Base Hourly Rate and Items A, B, C:			A 74.47
naraant	ages are to be computed based on hourly rate. Contrac	tor must be definitive r	eaardin	\$ 71.47
	ages are to be computed based on nouny rate. Contrac or auditor tracking purposes.	COT TRUSE DE MENINCIVE I	cgarum	P result inciduce in car
	Shift Differential Rate (per page 31)	\$ 83.62		
	Holiday Rate: Total Fee Rate	\$ 134.3		•
	Overtime Peter Total For Pate	\$ 102.0	2	•



Accelerate Progress for Students

POSITION 4: OUTSIDE CLASSIFICATION CABLE SPLICER

Α.	Labor Costs: 1. Base Hourly Rate (From Prevailing Wage Rates)	·	\$	41.53
	Fringe/Apprenticeship Benefits: (Compute as a Per	rcentage of A 1	۰, –	41,53
	Health & Welfare	5.1 %	Ś	2.12
	Pension	3.0 %	\$	1.25
	Other (If Applicable):		*	
	Cash Fringe	32.38 %	\$	13.45
		%	\$	
			~ —	
				\$58.34
				Subtotal A
В.	Other Direct Labor Overhead			
	1. FICA	7.65	%	\$3,18
	2. Federal Unemployment	80	%	\$33
	3. State Unemployment	2.00	%	\$83
	4. Workers' Comp. Ins.	2.41	%	\$ 1,00
	5. General Liability Ins.	64	%	\$
	6. Other (If Applicable):	•		
	Auto Insurance	1.08 %	\$.45
•		%	\$	
		,		\$6.06
				Subtotal B
c.	General and Administrative, and Profit (Compute as a Po	ercentage of A.1)		\$ 13. 4 6
		•		Subtotal C
	Total for Position (Excluding Shift Differential, Holida Base Hourly Rate and Items A, B, C:	y, and Overtime Rate	rs) :	in in the mark of the s
				\$ 77.86
	ages are to be computed based on hourly rate. Contractor auditor tracking purposes.	r must be definitive re	egardin	g items included in each
	Shift Differential Rate (per page 31)	\$ 91.09		
	Holiday Rate: Total Fee Rate	\$ 91.09	· ·	
	Overtime Rate: Total Fee Rate	\$ <u>140.50</u> \$ 112.11		•



POSITION 5: INSIDE CLASSIFICATION CABLE SPLICER

- A.	Labor Costs:			
	Base Hourly Rate (From Prevailing Wage Rates)		\$	33.44
	2. Fringe/Apprenticeship Benefits: (Compute as a Po	ercentage of A.1)		
	Health & Welfare		\$	1.71
	Pension	3.0%	\$	1.00
	Other (if Applicable):	·. · · · ·		
	Oash Palana	05.45 0/	*	0.44
	Cash Fringe	<u>25.15</u> %	\$	8.41
		%	\$	
		•		
				\$ <u>44.56</u>
	•	• 1		Subtotal A
В.	Other Direct Labor Overhead			
• -	1. FICA	7.65	_%	\$ 2.56
	2. Federal Unemployment	80	%	\$27
	3. State Unemployment	2.00	%	\$
	4. Workers' Comp. Ins.	2.41	%	\$81
	5. General Liability Ins.	64	%	\$21
	6. Other (If Applicable):			
	Auto Insurance	<u>1.08</u> %	\$.36
		%	\$	
				\$4.88
		•		Subtotal B
				40.00
C.	General and Administrative, and Profit (Compute as a	Percentage of A.1)	٠.	\$ 10.33 Subtotal C
				Subtotal C
•	Total for Position (Excluding Shift Differential, Hollo	day, and Overtime Rate	s)	
	Base Hourly Rate and Items A, B, C:			A 50 ===
All names	son on to he computed based as house, some Control	tor much ha dadinisha sa	مغيطنت	\$ 59.77
	ages are to be computed based on hourly rate. Contract r auditor tracking purposes.	or must be definitive re	ខ្ពលហៀ	2 ireilið hicigaen all egni
	Shift Differential Rate (per page 31)	\$ <u>69.93</u>		
-	Holiday Rate: Total Fee Rate	\$ 112.36		
	Overtime Rate: Total Fee Rate	\$ 86.07	•	



POSITION 6: WIREMAN TECHNICIAN

A.	La 1	bor Costs: Base Hourly Rate (From Prevailing Wage Rate	ام.			\$	30.4	n
	1. 2.			itage of A	. 1\	۰-	30.4	<u> </u>
	٨.	Health & Welfare	a rescen	5.1	··/ %	\$	1.55	
		Pension		3.0	——/°	\$.91	
		Other (if Applicable):		<u> </u>	/0	۰,		
		Other (if Applicable).						•
		Cash Fringe		28.18	<u>%</u>	\$	8.57	,
	•	Oddi i i i i i i i i i i i i i i i i i i		20.10			<u> </u>	
				•	%	\$		
	•					∀ —		
							\$	41.43
								iubtotal A
							•	, motorum , t
R.	Ωŧ	her Direct Labor Overhead		-				
υ.	1.	FICA			7.65	<u>%</u>	\$	2.33
	ه سال				7.00		¥	
	2.	Federal Unemployment			.80	%	\$.24
		a cociai orientpioymente					T	
	3.	State Unemployment			2.0	%	\$.61
	J,	State offernployment	_				٧	
	4.	Workers' Comp. Ins.			2.41	%	\$.73
	4.	Workers Comp. ins.		-	2.71	— ~	٧	.,,,,
	5.	General Liability Ins.	•	•	.64	%	\$.19
	J.	General Edulity MS.			<u>.v</u> -		~ —	
	6.	Other (If Applicable):						
	V.	Otici (ii Applicable).						•
		Auto Insurance		1.08	%	\$.33	**
	-	7 (de modrano	· Main	1.00		· · · · · · · · · · · · · · · · · · ·		
		•			%	\$		
	-					٧		,
					•		s	4.43
								Subtotal B
		•		•				
C.	Ge.	neral and Administrative, and Profit (Compute a	as a Perce	entage of	FA 1\		Ś	9.59
٠.	00	ment and realisticative, and i fore toompate	ab a 1 010	orrage o		.*	r —	Subtotal C
							•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		otal for Position (Excluding Shift Differential, F	Joliday s	and Over	time Dai	teci		• •
		otal for Position (Excluding Shift Differential, F Base Hourly Rate and Items A, B, C:	wiiuay, i	ario masi	uiid Ra	leaj .	•	
		base mourry Rate and Items A, D, C.			•		ć	55.45
		and to be associated based as because one Con-		المصالية والمراور	din ith		—— P —— 2000 in	
		are to be computed based on hourly rate. Cont	ractor m	ust be de	: midve	reRatorul	R tretus it.	icipued iii ea
ROLA 10	ı au	ditor tracking purposes.	•					
		chife Different - I Date I among 541		٠	64.0	7		
		Shift Differential Rate (per page 31).		\$	64.8			
		Holiday Rate: Total Fee Rate		\$	97.0	3		

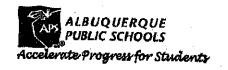
Overtime Rate: Total Fee Rate

79.80



POSITION 7: LABORER, GROUP IV

A.	Labor Costs:					
	1. Base Hourly Rate (From Prevailing Wage Rates)			\$	20.25	5
	2. Fringe/Apprenticeship Benefits: (Compute as a Pe	rcentage of A.:	1)			
	Health & Welfare	<u>5.1</u>	%	\$	1.03	
	Pension	3.0	%	\$	61	
	Other (If Applicable):					
	Cash Fringe	23,26	%	\$	4.71	
		•				
			%	\$		
					_	
					\$	26.60
					5	Subtotal A
	Other Direct Labor Overhood					,
В.	Other Direct Labor Overhead 1. FICA		7.65	%	\$	1,55
	I. FICA	<u>Alada a ca cana</u>	1.03	/0	y	
	2. Federal Unemployment		.80	. %	\$.16
		 				
	3. State Unemployment		2.00	%	\$.41
			•			
	4. Workers' Comp. Ins.		2.41	%	\$.49
				0.4		40
	5. General Liability ins.		.64	%	\$.13
	6. Other (If Applicable):					
	b. Other (II Appreadic).					
	Auto Insurance	1.08	%	\$.22	
			 -			
	·		_%	\$		<u> </u>
	· .					
					\$	2.96
						Subtotal B
	Company to the state of the San A Daniel Company to the San A) a sa a suba a sa fi i	١ - ١			6.18
C.	General and Administrative, and Profit (Compute as a I	rercentage of A	4. . .)		· ->	Subtotal C
					•	
	Total for Position (Excluding Shift Differential, Holld	av. and Overti	me Rat	es)		1
	Base Hourly Rate and Items A, B, C:					
					\$	<u>35.74</u>
Ali percenta	ages are to be computed based on hourly rate. Contract	or must be def	initive r	egardin	g items ir	ncluded in each
	r auditor tracking purposes.					
	Shift Differential Rate (per page 31)	\$	41.80			
	Holiday Rate: Total Fee Rate	\$	<u>67.17</u>			
	Overtime Rate: Total Fee Rate	\$ <u> </u>	51.45)		



TRA-SER PRICING MATRIX

CATEGORIES		TRA-SER REFERENCE	DISCOUNT	
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/Flr	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%	

CATEGORIES		TRA-SER REFERENCE	DISCOUNT
			·
155	Tools	6610, 6620, 6680	99%
160	Receptacles	5400, 5500, 5600, 5700,	65%
		5100, 5200, 5300	
161	Switches	5400, 5500, 5600, 5700,	13%
		5100, 5200, 5300	
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	60%
•	•	7110, 7120, 7130	
255	Ballast	7410, 7420	60%
260	Batteries	6200	99%
270	Time Switches	4400	5%
275	Temperature Controls	4300	99%
	Wire holders	9100, 9110, 9300	11%

FIXED FEE

Note: NM State Procurement Code NMSA 1978, Paragraph 13-1-149 states that the use of a cost-plusa-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.

D		timated or faterials Co	Subcontractor and osts	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	<u>-</u> ·	\$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

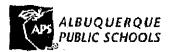
Please note the district reserves the right to negotiate actual fixed fee amounts on a project per project basis as it deems necessary.



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 preveiling 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	\$2,000.00
Welder	Ψ/0:30 N/C	9293,40	<u> </u>	\$2,190.50
Scaffolding	N/C			
Portable Generators				<u> </u>
Cable Pullers	N/C		· · · · · · · · · · · · · · · · ·	-
Portable Compressor	N/C			
Bobcat	N/C			
Post Hold Diggers	N/C			· · · · · ·
Hydraulic Bender	N/C			
Back Hoe	N/C			<u> </u>
Compressor	N/C			
Diamond Dlada	N/C			
Bucket Truck	\$8.00	\$21.50	\$84.60	\$194.50
Crane	\$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
			-	



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

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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 13-1-129 NMSA 1978, imposes civil and criminal penallies for its violatina. In addition, the New Mexico Griminal statutes impose follop penallics for liberal procured in the state of the state

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

MENT DIVISION AUTHORIZED SIGNATURE

F. Eckhardt,

President

Date 01/30/2019

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 be 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 rate 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 falls 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.

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 II246and II375, 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 eithnic 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 bone-fide employees or bone-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 highes greatilities and kinkhanks.
- 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.

<u>NOTE</u>: 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.

Our apprentices are	ained through the International Brotherhood of Electrical Workers Local	#011
by the Joint Apprent	ceship & Training Committee for the Electrical Industry; 4501 Montbel Pla	ace,
N.E., Albuquerque, I	ew Mexico 87107; 505-341-4444, Fax 505-341-0067; WWW.NMJATC.OI	RG.
This Apprenticeship	Program is registered with the State of New Mexico. It is a five (5) year pro-	ograi
Apprentices in the	rogram are expected to adhere to the educational as well as professional	
	gram. 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 ap	rentices, and open communication between the Employer and the JATC	
anytime the need ar	ses,	
		,
· · · · · · · · · · · · · · · · · · ·		



LABOR RATES-

<u>Position</u>	prevailing wage rates for the classification and ove	Hourly Rate
EL-01 High Voltage	Base Hourly Rate:	\$ 62.50
	7:00 am - 5:00 pm, Monday - Friday	
	Excluding weekends and holidays	
	Overtime Rate:	\$ 93.75
·	5:01 pm - 6:59 am, Monday - Friday	Ψ 93.73
÷	Excluding weekends and holidays	
Journeyman	Base Hourly Rate:	\$ 5400
	7:00 am - 5:00 pm, Monday - Friday	\$ 54.00
$T = \frac{1}{2} \left(\frac{1}{2} \right)^{-1}$	Excluding weekends and holidays	
	Overtime Rate:	\$ 81.00
•		\$ 81.00
	5:01 pm - 6:59 am, Monday - Friday	
th sr	Excluding weekends and holidays	
^{5th} Year Apprentice	Base Hourly Rate:	\$ 34.89
	7:00 am - 5:00 pm, Monday - Friday	
	Excluding weekends and holidays	
	Overtime Rate:	\$ 52.33
	5:01 pm - 6:59 am, Monday - Friday	·
	Excluding weekends and holidays	
th Year Apprentice	Base Hourly Rate:	\$ 30.58
	7:00 am - 5:00 pm, Monday - Friday	'
	Excluding weekends and holidays	
	Overtime Rate:	\$ 45.87
	5:01 pm - 6:59 am, Monday - Friday	
	Excluding weekends and holidays	Į.
Td Year Apprentice	Base Hourly Rate:	\$ 27.42
••	7:00 am - 5:00 pm, Monday - Friday	
	Excluding weekends and holidays	
	Overtime Rate:	\$ 41.13
	5:01 pm - 6:59 am, Monday - Friday	***************************************
	Excluding weekends and holidays	
nd Year Apprentice	Base Hourly Rate:	\$ 23.78
	7:00 am - 5:00 pm, Monday - Friday	Ψ 23.76
•	Excluding weekends and holidays	
	Overtime Rate:	\$ 35.67
	5:01 pm - 6:59 am, Monday - Friday	1 4 22,07
	Excluding weekends and holidays	
st Year Apprentice	Base Hourly Rate:	£ 21 CF
rear Apprennee		\$ 21.65
	7:00 am - 5:00 pm, Monday - Friday	İ
	Excluding weekends and holidays	
	Overtime Rate:	\$ 32.48
	5:01 pm - 6:59 am, Monday - Friday	
1	Excluding weekends and holidays	
i	TOT	PAT.



POSITION 1: GROUNDMAN

A.	Labor Costs:	4	
	1. Base Hourly Rate (From Prevailing Wage Rates)	\$_2:	2.36
	2. Fringe/Apprenticeship Benefits: (Compute as a Percenta	ge of A.1	
	Health & Welfare	% \$	5.60
	Pension		4.20
	Other (if Applicable):		1.20
			·
	Apprenticeship Training	% \$	<u>.67</u>
		% \$	
			· .
			\$ _32.83
			Subtotal A
B	Other Direct Labor Overhead		
D.	1. FICA	7.65 %	\$_1.71
			λ <u>1./ 1</u> ·
	2. Federal Unemployment	6 %	\$13
	3. State Unemployment	<u>5.40</u> %	\$ 1.21
	4. Workers' Comp. Ins.	2.30_%	\$51
•	5. General Liability Ins.		\$18
	6. Other (If Applicable):		
	Nat'l Electrical Benefit Fund	<u>3</u> % \$.6	· 57
	Marketing Fund		
		% \$ <u></u> 0	13
		•	\$ 4.46
			Subtotal B
C.	General and Administrative, and Profit (Compute as a Perce	entage of A.1)	\$ 3.80
		,	Subtotal C
	Total for Position (Excluding Shift Differential, Holiday, a	und Ossantiums Rokasi	
	Base Hourly Rate and Items A, B, C:	ind Overtime Rates)	•
	base from the and the first py by C.		\$ 41.09
All percenta	ges are to be computed based on hourly rate. Contractor m	ust be definitive regarding	- W
	auditor tracking purposes.	,	
	Shift Differential Rate (per page 31)	\$ <u>45.20</u>	
	Holiday Rate: Total Fee Rate	\$ 82,18	
	Overtime Rate: Total Fee Rate	\$_61.64	



POSITION 2: EQUIPMENT OPERATOR

A. Labor Costs:			
1. Base Hourly Rate (From Prevailing Wage Rates)	Ś	32.08	
2. Fringe/Apprenticeship Benefits: (Compute as a Percenta)	ge of A.1)	<u> </u>	
Health & Welfare		3.80	•
Pension	% \$		
Other (If Applicable):			
Apprenticeship Training	_% \$.67	
	_% \$	•	
			
		Ś	38.30
•	ř.	Ψ.	Subtotal A
			Subtotal A
Other Direct Labor Overhead			
1. FICA	7.65 %	ć	2.45
		٧.	D. IJ
2. Federal Unemployment	6 %	¢	.19
		Υ	.19
3. State Unemployment	5.40_%	ć	1.73
		۔ ب	1./3
4. Workers' Comp. Ins.		٠ ج	.74
		, P_	./4
5. General Liability Ins.	.79 %	¢	25
		7_	.43
6. Other (If Applicable):			
the definition of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second o			
Marketing Fund	% \$.05
	<u> </u>		.0.5
	% ş		
	Υ		
		\$	5.41
		Ψ_	Subtotal B
			oubtota, B
General and Administrative, and Profit (Compute as a Percer	ntage of A.1)	\$	5.45
	10080 017 1127	~_	Subtotal C
•			Subtotal C
Total for Position (Excluding Shift Differential, Holiday, ar	nd Overtime Rates)		
Base Hourly Rate and Items A, B, C:	ia oreitane naces,		
,		ć	49.16
All percentages are to be computed based on hourly rate.	Contractor must be de		
included in each category for auditor tracking purposes.	Contractor must be de	millive i	egarding items
morace in each category for additor tracking purposes.			•
Shift Differential Rate (per page 31)	¢ 54.09		
Holiday Rate: Total Fee Rate	\$ 54.08 \$ 09.33		
Overtime Pater Tetal Fee Pate	\$ 98.33		
(Martima Data: Tatal Foo Data	C 73 7F		



POSITION 3: LINEMAN/TECH

	A.		bor Costs:				
•		1. 2.	Base Hourly Rate (From Prevailing Wage Rates) Fringe/Apprenticeship Benefits: (Compute as a Percentage	n mf A 1)	\$_3	7.75	
		۷.	Health & Welfare	e OI A.1)	\$	5.60	
			Pension	%	\$	4.20	
			Other (If Applicable):	······································			
		_	Apprenticeship Training	%	\$.67	
		_		%	\$,	· .
							48.22
						- د	Subtotal A
	В.	Otl	her Direct Labor Overhead				
		1.	FICA	7.65	_%	\$_	2.89
		2.	Federal Unemployment	6	_%	\$_	.23
		3.	State Unemployment	5.40	_%	\$	2.04
		4.	Workers' Comp. Ins.	2.30	_%	\$_	.87
	÷	5.	General Liability Ins.		_%	\$.30
		6.	Other (If Applicable):	•	-	*	
		_	Nat'l Electrical Benefit Fund	3_%	\$ <u>_1</u>	.13	
			Marketing Fund	%	\$.05	· ·
						, \$	7.51
							Subtotal B
	C.	Ge	neral and Administrative, and Profit (Compute as a Percenta	age of A.1)		\$_	6.42
							Subtotal C
			otal for Position (Excluding Shift Differntial, Hollday, and C	Overtime Rates)			
			Base Hourly Rate and Items A, B, C:	•	1	Ś	62.15
All perc	enta	iges	are to be computed based on hourly rate. Contractor must	be definitive reg	ardin	7 —	
			ditor tracking purposes.				3
			Shift Differential Rate (per page 31)	\$ 68.36			

Holiday Rate: Total Fee Rate Overtime Rate: Total Fee Rate



POSITION 4: OUTSIDE CLASSIFICATION CABLE SPLICER

A.	La	bor Costs:			•			
	1.					\$_	41.53	
	2.	Fringe/Apprenticeship Benefits: (Com	pute as a Pe	rcentage	e of A.1)			•
		Health & Welfare			%	\$_	5.60	
		Pension			%	\$_	4.20	
		Other (If Applicable):						
		A To been a					,	
		Apprenticeship Training	-		%	\$_	.67	<u> </u>
			•		%	\$		
	•		-		· -	T	·····	
							Ś	52.00
		•					-	Subtotal A
В.	Ot	her Direct Labor Overhead						
	1.	FICA				<u>7.65</u> %	\$_	3.18
	2	Fodoval Dispusales moone	•			6 0/	ć	0.5
	2.	Federal Unemployment	,	,		<u>.6 %</u>	\$_	.25
	3.	State Unemployment				<u>5.4</u> %	\$_	2.24
	4.	Workers' Comp. Ins.				2,3 %	\$_	.96
	5.	General Liability Ins.		•		<u>.79</u> %	\$_	.33
	6.	Other (If Applicable):						
		Nat'l Electrical Benefit Fund			3 %	\$_		1.25
		·	•					
	-	Marketing Fund			%	\$_		.05
							Ś	8.26
							-	Subtotal B
ر	Ga	neral and Administrative, and Profit (Co	mnute as a f	ercenta	ge of Δ1)		¢	7.06
. 0.	QC.	merarana Administrative, and From (Co	inpute as a i	CICCING	Pr O With		7_	Subtotal C
								Junious -
	ו	otal for Position (Excluding Shift Differ	ential, Holid	ay, and	Overtime F	lates)		
		Base Hourly Rate and Items A, B, C:	•	••		•		
							\$	67.32
All percent	ages	are to be computed based on hourly ra	te. Contracto	or must l	oe definitiv	e regardii	ng items	included in each
		ditor tracking purposes.	-					
		Shift Differential Rate (per pag	ze 31)		74.05			
		Holiday Rate: Total Fee Rate	,~ J±1		134.64			
		Overtime Rate: Total Fee Rate	•		100.98			



POSITION 5: INSIDE CLASSIFICATION CABLE SPLICER

Α.	La	bor Costs:								
		Base Hourly Rate (From Prevailing W	age Rates)				\$	33,44		
		Fringe/Apprenticeship Benefits: (Con		centage	e of A.:	1)	٠			
		Health & Welfare				%		5.60		
		Pension				%	\$_	4.20		
-1		Other (If Applicable):								
		Apprenticeship Training	_			_%	\$_	.67	•	•
			— —							
						%	\$_			
•								ć	43.91	
								₽.	Subtotal A	Δ
			•					•		. •
В.	Ot	her Dìrect Labor Overhead		•			. •			
	1.	FICA					7 <u>.65</u> %	\$	2.56	
	2.	Federal Unemployment					.6 %	\$_	.20	
		The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s		•				٧.		
	3.	State Unemployment					<u>5.4</u> %	\$_	1.80	
	4.	Workers' Comp. ins.	•				<u>2.3_</u> %	\$_	.77	
	5.	General Liability Ins.		-	•		<u>.79</u> %	\$_	.2 6	
	6.	Other (If Applicable):								
	-	Nat'l Electrical Benefit Fund			3	_%	\$_	1.00		
	_	Marketing Fund	<u> </u>		·	_%	\$_	.05		
		•								
								\$_	6.64 Subtotal	D .
									Subtotal	•
. C.	Ge	neral and Administrative, and Profit (Co	mpute as a Pe	rcenta	ge of A	.1)		\$	5.68	
					•	-		_	Subtotal	C
		otal for Position (Excluding Shift Diffe	ential, Holiday	y, and (Overti	ne Ra	tes)			
	Е	ase Hourly Rate and Items A, B, C:						ė	E6 22	
		are to be computed based on hourly ra litor tracking purposes.	ite. Contractor	must l	oe defi	nitive	regardi		56.23 s included in	each
		plate part	24)			0.0				
		Shift Differential Rate (per pa Holiday Rate: Total Fee Rate	še 31)		61 112					

\$ 84.35

Overtime Rate: Total Fee Rate



POSITION 6: WIREMAN TECHNICIAN

. 4	۹. La	bor Costs:				
		Base Hourly Rate (From Prevailing Wage Rates)		\$	31.55_	<u>.</u>
	2.	Fringe/Apprenticeship Benefits: (Compute as a Percer Health & Welfare		,	C (0	
		Pension	% %	\$_ \$	5.60 4.20	
		Other (If Applicable):		۔۔۔ ب	1,2,0	
	:	(· · · · · · · · · · · · · · · ·		÷		
		Apprenticeship Training	%	\$.67	· · · · · · · · · · · · · · · · · · ·
•			%	\$		
					\$ _	42,02 Subtotal A
_	_		•			
В		her Direct Labor Overhead FICA	7.65	. 0/	,	2.41
	1.	PICA -	<u>7.65</u>	<u>)</u> %	_ ډ	2.41
	2.	Federal Unemployment	6	<u>%</u>	\$_	.19
	3.	State Unemployment	5.4	<u>1_</u> %	\$_	1.70
•	4.	Workers' Comp. Ins.	2.3	<u>30</u> %	\$_	
	5.	General Liability Ins.	7	<u>9</u> %	\$_	.25
	6.	Other (If Applicable):				
	_	Nat'l Electrical Benefit Fund	3.0_%	\$_	,95	
		Marketing Fund	%	\$.05	
	,		* *			6.20
					\$_	6.28 Subtotal B
C.	. Ge	neral and Administrative, and Profit (Compute as a Perc	entage of A.1)		\$_	
						Subtotal C
	7	otal for Position (Excluding Shift Differential, Holiday,	and Overtime Rates	s)		٠
		Base Hourly Rate and Items A, B, C:		,		
						53.66
•	-	are to be computed based on hourly rate. Contractor m ditor tracking purposes.	ust be definitive rep	gardir	ng items	s included in each
		Shift Differential Rate (per page 31)	\$ 57.03			
		Holiday Rate: Total Fee Rate	\$ 107.33			
		Overtime Rate: Total Fee Rate	\$ 80.50			•

POSITION 7: LABORER, GROUP IV

۸	اما	hau Carte				
A.	1.	bor Costs: Base Hourly Rate (From Prevailing Wage Rates)	1	5 2	20.25	
	2.	Fringe/Apprenticeship Benefits: (Compute as a		Y	20120	
	<i>د</i> . ،	Health & Welfare	%	Ś	3.80	
		Pension			1.75	.
		Other (If Applicable):		<i>-</i>		
		Apprenticeship Training	%	\$_	.67	
	-		<u></u>			
			%	\$_		
					\$_	26.47
		`			_	Subtotal A
В.	Otl	her Direct Labor Overhead				
	1.	FICA	7,	<u>65</u> %	\$_	1.55
	2.	Federal Unemployment		<u>.6_</u> %	\$_	.12
			•			
	3.	State Unemployment	5	<u>.40</u> %	\$_	1.09
			•			
	4.	Workers' Comp. Ins.		<u>2.30</u> %	\$_	47
	5.	General Liability Ins.	 	<u>.79</u> %	\$_	.16
	6.	Other (If Applicable):				
						•
	_	Marketing Fund	%	\$_	.05	
			%	<u>,</u>		•
	_		/0	\$_		
					\$_	3.44
					Ą.,	Subtotal B
						Juniotal D
_	c-	neral and Administrative, and Profit (Compute as	a Parcentage of A 1)		\$_	3.44
L,	Ge	neral and Administrative, and Front (compute as	a relicelitage of with		٧_	Subtotal C
			•		-	Sastatai C
	7	otal for Position (Excluding Shift Differential, Ho	oliday, and Overtime Raf	tes)		
		Base Hourly Rate and Items A, B, C:	Middy, and Deciding no			
		base flourly rate and items A, b, c.	•		¢	33.35
****	7 (FA-C	are to be computed based on hourly rate. Contr	actor must be definitive	regardi		
		ditor tracking purposes.	acrot this se actilities	- CBarai	- Piccili	. Heredean C
(U) y 10	n du	aitor tracking purposes.				•
		Shift Differential Rate (per page 31)	\$ 36.69			
		·				
		Holiday Rate: Total Fee Rate	\$ <u>66.71</u>			

· Overtime Rate: Total Fee Rate

\$ 50.03

_								
D.		bor Costs:				\$.		
	 Base Hourly Rate (From Prevailing Wage Rates) Fringe/Apprenticeship Benefits: (Compute as a Percentage of A.1) 							
	٦.	Health & Welfare	ients: (Compute as a Perce	entag				
		Pension	·		% %	\$ <u>_</u>		
		Other (if Applicable):	_		70	پ		
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		er Direct Labor Overhead FICA			•	,,,		
	٠.	FICA	,			%	\$_	
	8.	Federal Unemployment				%	Ś	
		·		•		— /°	٠. ٠	· · · · · ·
	9.	State Unemployment				%	\$	
*				•			Ψ	
	10.	Workers' Comp. Ins.	•	_		%	\$.	
	11.	General Liability Ins.		٠ -		%	\$_	
	42	COMPANIE AND THE A						
	12.	Other (If Applicable):			•			
		•			%	ċ		
			<u></u>	· · · · · <u> </u>		\$ <u>_</u>		
					%	\$		
						T		
		•			-	•	\$_	
								Subtotal B
_	_				•			
F. (Gen	eral and Administrative, and	l Profit (Compute as a Perc	entag	ge of A.1)		\$_	
								Subtotal C
	т.	stal for Parities /Park alter s	thate mattern and the state					
		etal for Position (Excluding S		and (Overtime Rati	es)		
	00	ise Hourly Rate and Items A	y D _y C:				ė	
	ΔII	percentages are to be com	nuted based on hourly rate	a Cor	tractor must	ha dafir	¢ avitic	ogardine it-
		cluded in each category for a		u. CUI	ia accoi il just	ne útili	nuve F	egarumg Ke
		Shift Differential Ra		\$				
		Holiday Rate: Total		¢			•	
		Overtime Rate: Tota						*



TRA-SER PRICING MATRIX

CATEG	<u>ORIES</u>	TRA-SER REFERENCE	DISCOUNT
			Off list price
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	<u>15%</u>
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%

CATEGORIES		TRA-SER REFERENCE	DISCOUNT
			OFF list price
-			
155	Tools	6610, 6620, 6680	100%
160	Receptacles	5400, 5500, 5600, 5700,	<u>25%</u>
		5100, 5200, 5300	
161	Switches	5400, 5500, 5600, 5700,	<u>25%</u>
		5100, 5200, 5300	
162	Plates	5100	25%
164	Cap Connectors	5100	25%
165	Lamp Holders	51.00	22%
170	Fuses	6100, 6120, 6130	22%
180	Tape & Solder	6430	90%
190	Transformers	3900, 9500	10%
195	Signaling	6300	44%
200	Fans	8100, 8200	63%
205	Heaters	8580, 8590, 8520, 8530, 8540	22%
210	Recessed Fixtures	7221	18%
220	Florescent Fixtures	7210	32%
230	Floodlights	7340, 7330, 7230, 7310	47%
240	Misc. Fixtures	7320, 7260	18%
250	Lamps	7140, 7150, 7160, 7100	20%
		7110, 7120, 7130	
255	Ballast	7410, 7420	17%
260	Batteries	6200	82%
270	Time Switches	4400	10%
275	Temperature Controls	4300	65%
280	Wire holders	9100, 9110, 9300	35%

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	<u> </u>	\$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	<u> </u>	\$10,000.00	\$400.00		
10	\$10,001.00 a	ind 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 preveiling 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
	33.00	200,00	2,400.00	1,000,00
Other Equipment	Hourly	Daily	Weekly	Monthly
Pot Hole Machine	\$45.00	\$400.00	\$2,400.00	\$4,900.00
Underdawg 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