

State of New Mexico General Services Department

Price Agreement

Awarded Vendor
4 Vendors (see page 10)

Price Agreement Number: **71-805-17-15721**

Payment Terms: **Net 30**

F.O.B.: **As requested**
Delivery: **As requested**

Ship To:
Various Locations, District 2

Procurement Specialist: **Clarke J. Fountain**
Telephone No.: **(505) 827-1935**

Invoice:

NM Department of Transportation
4505 W. Second, Roswell, NM
P.O. Box 1457 Roswell, NM 88202-1457


For questions regarding this contract please contact:
James Ortega (505) 827-5135

Title: Plumbing and HVAC Services District 2

Term: October 2, 2017 to October 1, 2018

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent *for*

Date: 10/02/2017

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any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

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

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

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

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

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

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

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

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

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for

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Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

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

New Mexico Employees Health Coverage

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

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

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

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

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

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size

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requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

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

Article II – Term

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

Article III – Specifications

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

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

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

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exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

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

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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Specifications:

To establish a price agreement for Plumbing Services and Repairs and HVAC Repairs for a period of four (4) years from date of award. These services will be provided at the NM Department of Transportation District Two Headquarters, Construction Project Offices, Maintenance Patrol Yards and Rest Areas.

The term of this agreement shall be for one (1) year with the option to extend for three (3) additional one (1) year terms by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same terms and conditions. This agreement shall not exceed four (4) years.

The District Two Headquarters and Maintenance Yards are located in Chaves, Eddy, Lea, Roosevelt, Curry, De Baca, Guadalupe, Lincoln and Otero Counties.

Plumbing Services and Repairs to include but not limited to:

- ❖ Repair/Replacement of plumbing fixtures
- ❖ Clearing of sewer lines and drains
- ❖ Installation of new plumbing lines and fixtures

HVAC Repairs to include but not limited to:

- ❖ Troubleshoot for needed repairs
- ❖ Supply parts as needed
- ❖ Provided complete units if needed

Contractor will be required to assist the NMDOT personnel in locating and diagnosing plumbing problems.

Contractor will respond within twenty-four (24) hours for normal service and four (4) hours for emergency service.

All work shall be performed during normal working hours (7:45am – 4:30 pm Monday-Friday) unless otherwise approved by the NMDOT Supervisor. Coordinate with owner in advance, areas to be dedicated to contractor's operations, lay-down and storage of materials/equipment. Notify owner forty-eight (48) hours in advance of any interruption of utilities, access or usage of the facility. Minimize duration of any interruption.

Awarded Contractor(s) will coordinate use of utilities with NMDOT prior to initiating work at the site. The NMDOT will determine the time and place for use of any utilities requested by the Awarded Contractor.

Contractor shall have experience in all areas described and be a Licensed Plumber within the State of New Mexico.

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

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement

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to maintain a suit(s) for wrongful death(s) while a Contractor, and/or personal injury(ies) to person(s), damage to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of the agreement.

Contractor agrees to:

- A. Furnish all equipment, labor, materials & tools required to perform the work specified.
- B. Be responsible for all clean-up of materials at the job site resulting from the performance of any work.
- C. Provide competent supervision and skilled personnel to carry on all work in progress.
- D. Comply with all applicable codes and regulations pertaining to work performed and materials used.
- E. Provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the life and health of employees on-the-job, the safety of the public, and to protect state property in connection with the performance of the work covered by the contract.
- F. Limit use of the premises to the work indicated. Confine operation at the site to the areas permitted. Portions of the site beyond areas on which work is indicated are not to be disturbed.
- G. Be responsible for loading/unloading all materials required to perform the work in this contract.
- H. Contractor will schedule deliveries so as to minimize long-term storage at the project area.

NOTE: The Department will require a total price quote prior to final approval of any order for service.

The Awarded Contractor may be required to provide an itemized list of all material requirements for jobs over \$500.00.

It is the intent of the Department that all jobs can be performed with one (1) journeyman. In the event that more than one (1) man is required to complete the job, at the best cost to the State, the Awarded Contractor must request advance authorization from the Department for the additional labor. Determination of the hours paid will begin upon arrival at the job site and end upon leaving the job site.

All repairs started will be worked through until completion. The Contractor must provide written justification to the Department for leaving a job site unfinished for more than one (1) day.

The Contractor shall be held responsible for the work being completed. Should the Contractor neglect, refuse, or otherwise fail to complete the work within the time specified, the contractor agrees to pay to the owner in partial consideration for the award of this contract the amount of fifty dollars (\$50.00) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the contract.

The Contractor is in apparent default of the contract if the Contractor:

- A. Fails to begin the work under the contract within the time specified or;
- B. Fails to perform the work with sufficient supervision, workmen, equipment or materials to assure the prompt completion of said work, or;
- C. Performs the work unsuitably or neglects or refuses to remove materials or to perform new such work as may be rejected as unacceptable and unsuitable, or;
- D. Discontinues the prosecution of the work, or;
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or;
- F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or;
- G. For any other cause, except as provided in the contract, fails to carry on the work in an acceptable manner.

The Department reserves the right to purchase materials directly from State Price Agreements and to provide the material to the Awarded Contractor.

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Upon the default of the Contractor, the Department may undertake to complete the work with its own forces, or may procure a completing contractor to finish the work. All costs and charges thereby incurred by the Department, together with the cost of completing the work under contract, will be deducted from funds which are due or may become due the defaulting Contractor.

Price shall not include State Gross Receipts or Local Tax. Tax shall be added to the invoice at current rates as a separate item to be paid by users. The prices quoted herein represent the total compensation to be paid by the state for goods and/or services provided. It is understood that the party providing said goods and/or services to the state is responsible for payment of all cost of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices quoted in this contract include an amount sufficient to cover such costs.

Awarded Contractor agrees to provide services in accordance with instructions on this form and only against specific orders which the Department may place with the vendor during the term of this contract.

When applicable, all labor charges on the invoice will be broken down to indicate the number of hours consumed in performing specific tasks.

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

Contractor Note:

No person shall act as a Contractor without a license issued by the Construction Industries Division classified to cover the type of work to be undertaken. No bid on a Contract shall be submitted unless the Contractor has a valid license issued by the Construction Industries Division to bid and perform the type of work to be undertaken, § 61-13-12, NMSA 1978.

Vendor shall have current New Mexico Plumbing Contractor's License Number: _____ (Please indicate license number here).

Vendor is requested to indicate Federal Tax ID Number, NM Gross Receipts Number or Social Security Number:
_____.

Multiple awards shall be based on submitted pricing with deference given to vendors within a fifty (50) mile radius to various locations specified throughout District Two (see locations listed below). **Travel costs are not allowable; they are to be included in the hourly costs.**

In the event that the awarded Contractor is unable to be located within a twenty-four (24) hour period to perform a plumbing job, the Department reserves the right to call on another plumber to perform the needed job.

The locations for plumbing repairs and service are as follows:

Chaves County

- ❖ District 2 Complex, located at 4505 W. Second St, Roswell, NM
- ❖ District 2 Project Office, located at 4400 W. Second St., Roswell, NM
- ❖ District 2 Shop, located next to the District 2 Complex
- ❖ District 2 Service Center, located behind the District 2 Complex
- ❖ District 2 Survey Crew, located behind the District 2 Complex
- ❖ District 2 Carpenter Crew, located behind the District 2 Complex
- ❖ District 2 Special Crew, located behind the District 2 Complex

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- ❖ District 2 Lab, located behind the District 2 Complex
- ❖ District 2 Welding Shop, located behind the District 2 Complex
- ❖ Roswell Patrol Yard, located behind the District 2 Complex
- ❖ Poquita Mesa Rest Area, located North of Roswell on US 285, MM 149
- ❖ Waldrop Rest Area, located East of Roswell in US 380, MM 196

Eddy County

- ❖ Artesia Patrol Yard, located at 3103 W. Main St, Artesia, NM
- ❖ Carlsbad Patrol Yard, located at 2504 S. Canal St., Carlsbad, NM
- ❖ Carlsbad Project Office, located at 2504 S. Canal St., Carlsbad, NM

Lea County

- ❖ Hobbs Patrol Yard, located at 201 S. Magnum Industrial Rd., Hobbs, NM
- ❖ Hobbs Project Office, located at 201 S. magnum Industrial Rd., Hobbs, NM
- ❖ Tatum Patrol Yard, located 1 Mile East of Tatum on US380, Tatum, NM
- ❖ Jal Patrol Yard, located at 3655 State Road 18, Jal, NM
- ❖ Maljamar Rest Area, located on US 82, Maljamar, NM

Roosevelt County

- ❖ Portales Patrol Yard, located at 8137-A NM 206, South of Portales, NM
- ❖ Portales Project Office, located at 8137-B NM 206, South of Portales, NM

Curry County

- ❖ Clovis Patrol Yard, located at 1100 A East Brady, Clovis, NM

De Baca County

- ❖ Fort Sumner Patrol Yard, located at 3442 E. Highway 60-84, Ft. Sumner, NM

Guadalupe County

- ❖ Vaughn Patrol Yard, located East of Vaughn on US 54, Vaughn, NM

Lincoln County

- ❖ Corona Patrol Yard, located at 117 NM 247, Corona, NM
- ❖ Carrizozo Patrol Yard, located at 12449 US 54, Carrizozo, NM
- ❖ Carrizozo Project Office, located at 12449 US 54, Carrizozo, NM
- ❖ Capitan Patrol Yard, located at 131 Main Rd., Capitan, NM
- ❖ Hondo Patrol Yard, located at 28558 US 70, Hondo, NM

Otero County

- ❖ Tularosa Patrol Yard, located at 7688 US 70 South, Tularosa, NM
- ❖ Tularosa Project Office, located at 7688 US 70 South, Tularosa, NM
- ❖ Mayhill Patrol Yard, located at 3201 US 82, Mayhill, NM

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Awarded Vendors:

(AB) 0000052943
Claiborne Refrigeration Co. Inc.
900 W. Grand Ave.
P.O. Box 1000
Clovis, NM 88101
575-762-0112

(AA) 0000048120
Fulkerson Plumbing & Heating Co., Inc.
1600 W. Second St.
Roswell, NM 88201
575-622-1600

(AC) 0000065427
Master Plumbers LLC
P.O. Box 1148
Hobbs, NM 88241
575-397-9385

(AD) 0000076388
Walker A/C & Refrigeration
102 Harris Lane
Ruidoso Downs, NM 88346
575-808-0446
575-626-7099 (office)

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Item	Approx. Qty	Unit	Article and Description	Price	Price	Price	Price
33	Ea	Hr	Hourly certified, licensed journeyman plumber, Regular working hours. Locations throughout Otero County		\$80.00	\$95.00	\$100.00
34	Ea	Hr	Hourly certified, licensed journeyman plumber, after 5pm, weekends & holidays. Locations throughout Otero County.		\$105.00	\$142.50	\$145.00
35	Ea	Hr	Hourly apprentice/helper plumber, Regular working hours. Locations throughout Otero County		\$50.00	\$40.00	\$45.00
36	Ea	Hr	Hourly apprentice/helper plumber, After 5pm, weekends & holidays. Locations throughout Otero County		\$65.00	\$60.00	\$85.00
37	Ea	Hr	Hourly certified, licensed HVAC journeyman, Regular working hours. Locations throughout Chaves County		\$80.00		\$100.00
38	Ea	Hr	Hourly certified, licensed HVAC journeyman, after 5pm, weekends & holidays. Locations throughout Chaves County.		\$105.00		\$145.00
39	Ea	Hr	Hourly HVAC apprentice, Regular working hours. Locations throughout Chaves County		\$50.00		\$45.00
40	Ea	Hr	Hourly HVAC apprentice, After 5pm, weekends & holidays. Locations throughout Chaves County		\$65.00		\$85.00
41	Ea	Hr	Hourly certified, licensed HVAC journeyman, Regular working hours. Locations throughout Eddy County		\$80.00		\$100.00
42	Ea	Hr	Hourly certified, licensed HVAC journeyman, after 5pm, weekends & holidays. Locations throughout Eddy County.		\$105.00		\$145.00
43	Ea	Hr	Hourly HVAC apprentice, Regular working hours. Locations throughout Eddy County		\$50.00		\$45.00
44	Ea	Hr	Hourly HVAC apprentice, After 5pm, weekends & holidays. Locations throughout Eddy County		\$65.00		\$85.00

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Item	Approx. Qty	Unit	Article and Description	Price	Price	Price	Price
69	Ea	Hr	Hourly certified, licensed HVAC journeyman, Regular working hours. Locations throughout Otero County		\$80.00		\$100.00
70	Ea	Hr	Hourly certified, licensed HVAC journeyman, after 5pm, weekends & holidays. Locations throughout Otero County.		\$105.00		\$145.00
71	Ea	Hr	Hourly HVAC apprentice, Regular working hours. Locations throughout Otero County		\$50.00		\$45.00
72	Ea	Hr	Hourly HVAC apprentice, After 5pm, weekends & holidays. Locations throughout Otero County		\$65.00		\$85.00
73		%	% Discount Parts & Materials. List price less percentage Parts and Materials (including major components and fixtures)	10%	10%		5%
74	Ea	Mile	Price per mile for "one-way" trips that exceed 20 miles from bidders location	\$1.50	\$1.00	\$2.00	\$1.50

Bidder #A: All plumbing apprentice or laborer prices are in addition to a licensed plumber. Helpers don't work unsupervised.

*****74 Total Awarded Items*****