



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

**Statewide Price Agreement Amendment**

**Awarded Vendor:**  
**3 Vendors**

Number: **90-000-19-00051**

Amendment No.: **Three**

Term: **August 2, 2019 – August 1, 2023**

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

Procurement Specialist: **Michael Saavedra**

Telephone No.: **505-372-8489**

Email: **Michael.Saavedra@state.nm.us**

**Invoice:**  
**As Requested**

**Title: Installation and Service of Water System**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties except (AC) DAK Drilling LLC (which cannot extend during this period because it did not extend in the previous period), this Price Agreement is extended from August 2, 2022 to August 1, 2023 at the same price, terms and conditions.**

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

**Accepted for the State of New Mexico**

*Valerie Paulk*  
Mark Hayden, New Mexico State Purchasing Agent

Date 6/7/2022

**x This Agreement was signed on behalf of the State Purchasing Agent**

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

*MS CF*

**Certificate Of Completion**

Envelope Id: E158BC8387D641DC9EAF25FDB17D40

Status: Completed

Subject: Please DocuSign: SPD SPA 90-000-19-00051\_A003

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Clarke Fountain

AutoNav: Enabled

13 Bataan Blvd

Enveloped Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

ClarkeJ.Fountain@state.nm.us

IP Address: 67.0.199.99

**Record Tracking**

Status: Original

Holder: Clarke Fountain

Location: DocuSign

6/7/2022 2:32:36 PM

ClarkeJ.Fountain@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

**Signer Events****Signature****Timestamp**

Michael Saavedra



Sent: 6/7/2022 2:34:51 PM

michael.saavedra@state.nm.us

Viewed: 6/7/2022 2:51:33 PM

New Mexico General Services

Signed: 6/7/2022 2:52:01 PM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Signed by link sent to

michael.saavedra@state.nm.us

Using IP Address: 164.64.62.10

**Electronic Record and Signature Disclosure:**

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Clarke Fountain



Sent: 6/7/2022 2:52:02 PM

clarkej.fountain@state.nm.us

Viewed: 6/7/2022 2:52:48 PM

Procurement Specialist

Signed: 6/7/2022 2:52:57 PM

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Signed by link sent to clarkej.fountain@state.nm.us

Using IP Address: 67.0.199.99

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Valerie Paulk



Sent: 6/7/2022 2:52:58 PM

Valerie.Paulk@state.nm.us

Viewed: 6/7/2022 2:53:30 PM

Signed of Behalf of State Purchasing Agent

Signed: 6/7/2022 2:53:56 PM

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Signed by link sent to Valerie.Paulk@state.nm.us

Using IP Address: 164.64.62.10

**Electronic Record and Signature Disclosure:**

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

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|--|------------------|---------------------|
| Agent Delivery Events                      | Status           | Timestamp           |
| Intermediary Delivery Events               | Status           | Timestamp           |
| Certified Delivery Events                  | Status           | Timestamp           |
| Carbon Copy Events                         | Status           | Timestamp           |
| Witness Events                             | Signature        | Timestamp           |
| Notary Events                              | Signature        | Timestamp           |
| Envelope Summary Events                    | Status           | Timestamps          |
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| Certified Delivered                        | Security Checked | 6/7/2022 2:53:30 PM |
| Signing Complete                           | Security Checked | 6/7/2022 2:53:56 PM |
| Completed                                  | Security Checked | 6/7/2022 2:53:56 PM |
| Payment Events                             | Status           | Timestamps          |
| Electronic Record and Signature Disclosure |                  |                     |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

## **B. Obtaining paper copies**

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

## **C. Withdrawing your consent**

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

## **D. Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

## **E. All notices and disclosures will be sent to you electronically**

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

## **F. How to contact GSD:**

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us)

## **G. To advise SPD of your new email address**

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of such request you must include your previous and new email addresses.

## **H. To request paper copies from SPD**

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

## **I. To withdraw your consent with SPD**

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to [GSD.SPDinfo@state.nm.us](mailto:GSD.SPDinfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

## **J. Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

## **K. Acknowledging your access and consent to receive and sign documents electronically**

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



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

**Statewide Price Agreement Amendment**

**Awarded Vendor:**

**4 Vendors**

Price Agreement Number: **90-000-19-00051**

Price Agreement Amendment No.: **Two**

Term: **August 2, 2019 – August 1, 2022**

**Ship To:**

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

Procurement Specialist: **Michael Saavedra**

Telephone No.: **(505) 372-8489**

Email: **Michael.Saavedra@state.nm.us**

**Invoice:**

**As Requested at time of order**

**Title: Installation and Service of Water System**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties except (AC) DAK Drilling LLC, this Price Agreement is extended from August 2, 2021 to August 1, 2022 at the same price, terms and conditions.**

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

**Accepted for the State of New Mexico**

*Valerie Paulk*

Date: 7/6/2021

Mark Hayden, New Mexico State Purchasing Agent

x This agreement was signed on behalf of the State Purchasing Agent

**Certificate Of Completion**

Envelope Id: 96E2A7FDB0DA4FC2B23FDD5A6571C3B8

Status: Completed

Subject: Please DocuSign: 90-000-19-00051\_A002.docx

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Clarke Fountain

AutoNav: Enabled

13 Bataan Blvd

Envelopeld Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

ClarkeJ.Fountain@state.nm.us

IP Address: 75.161.199.123

**Record Tracking**

Status: Original

Holder: Clarke Fountain

Location: DocuSign

7/6/2021 8:22:31 AM

ClarkeJ.Fountain@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

**Signer Events****Signature****Timestamp**

Clarke Fountain

clarkej.fountain@state.nm.us

Procurement Specialist

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 75.161.199.123

Sent: 7/6/2021 8:31:47 AM

Viewed: 7/6/2021 8:32:16 AM

Signed: 7/6/2021 8:32:21 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Michael Saavedra

michael.saavedra@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

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**Electronic Record and Signature Disclosure:**

Accepted: 6/4/2020 11:04:51 AM

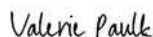
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Valerie Paulk

Valerie.Paulk@state.nm.us

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 7/6/2021 8:38:27 AM

Viewed: 7/6/2021 9:20:43 AM

Signed: 7/6/2021 9:21:00 AM

**Electronic Record and Signature Disclosure:**

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**



| Certified Delivery Events                  | Status           | Timestamp           |
|--|------------------|---------------------|
| Carbon Copy Events                         | Status           | Timestamp           |
| Witness Events                             | Signature        | Timestamp           |
| Notary Events                              | Signature        | Timestamp           |
| Envelope Summary Events                    | Status           | Timestamps          |
| Envelope Sent                              | Hashed/Encrypted | 7/6/2021 8:31:47 AM |
| Certified Delivered                        | Security Checked | 7/6/2021 9:20:43 AM |
| Signing Complete                           | Security Checked | 7/6/2021 9:21:00 AM |
| Completed                                  | Security Checked | 7/6/2021 9:21:00 AM |
| Payment Events                             | Status           | Timestamps          |
| Electronic Record and Signature Disclosure |                  |                     |

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## **E. All notices and disclosures will be sent to you electronically**

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## **H. To request paper copies from SPD**

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## **I. To withdraw your consent with SPD**

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(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to [GSD.SPDinfo@state.nm.us](mailto:GSD.SPDinfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

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<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

## **K. Acknowledging your access and consent to receive and sign documents electronically**

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By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

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- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



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

**Statewide Price Agreement Amendment**

**Awarded Vendor**  
**4 Vendors**

Price Agreement Number: 90-000-19-00051

Price Agreement Amendment No.: One

Term: August 2, 2019 – August 1, 2021

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

Procurement Specialist: Michael Saavedra <sup>ms</sup>

Telephone No.: (505) 827-0610

Email: Michael.Saavedra@state.nm.us

**Invoice:**  
**As Requested**

**Title: Installation and Service of Water Systems**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 2, 2020 to August 1, 2021 at the same price, terms and conditions.**

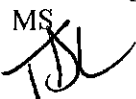
**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

  
New Mexico State Purchasing Agent

Date: 04/23/2020

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

MS  




**State of New Mexico  
General Services Department**

**Statewide Price Agreement**

**Awarded Vendors:**  
**4 Vendors - See Page 6**

**Telephone No.** \_\_\_\_\_

Price Agreement Number: 90-000-19-00051

Payment Terms: See page 6

F.O.B.: Destination

Delivery: See page 6

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

Procurement Specialist: Michael Saavedra

Telephone No.: 505-827-0610

Email: Michael.Saavedra@state.nm.us

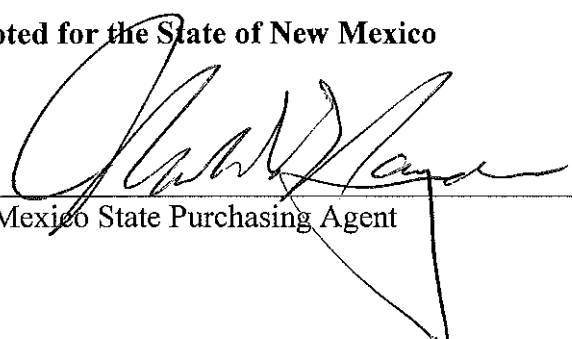
**Invoice:**  
**As Requested.**

**Title: Installation and Service of Water Systems**

**Term: August 2, 2019 – August 1, 2020**

**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

Date: 07/31/2019

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-000-19-00051

Page-2

**Terms and Conditions**  
(Unless otherwise specified)

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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-000-19-00051

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were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

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

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

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

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

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

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

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

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

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

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

### 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



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any and all contracts between Contractor and the State exceeds \$250,000 dollars.

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

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

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

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

### **Statewide Price Agreement**

#### **Article I – Statement of Work**

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

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

#### **Article II – Term**

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

#### **Article III – Specifications**

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

#### **Article IV – Shipping and Billing Instructions**

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

#### **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

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

**Article VI – Amendment**

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

**Article VII – Indemnity Clause**

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

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

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

**Article VIII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**

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

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**Awarded Vendors:**

(AA) 0000046226  
Alpha Southwest  
205 Rossmoor Rd SW  
Albuquerque, NM 87105  
505-877-0287  
kimbro@alphasw.com

Payment Terms: Net 30  
Delivery: As requested

(AB) 0000047024  
Coats Pump & Supply, Inc.  
PO Box 1210  
Dexter, NM 88230  
575-734-5480  
Chance.coats@coatspump.com

Payment Terms: Net 30  
Delivery: As Requested

(AC) 0000142510  
DAK Drilling LLC  
29681 E. Highway 160  
Durango, CO 81122  
970-247-9685  
clayton@dakdrilling.com

Payment Terms: NET 21 Days  
Delivery: Destination

(AD) 0000052470  
HEI, Inc.  
PO Box 31310  
Albuquerque, NM 87190  
505-880-1819  
whumbard@heinm.com

Payment Terms: NET 30  
Delivery: F.O.B. Destination

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Establish a Statewide Price Agreement for installation and service of water wells and water capture systems at various locations across the State. Due to the large geographic size of the state and our numerous service locations, the Department is seeking multiple vendors to be awarded.

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

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

The Contractor **MUST** report all work issued under this Price Agreement to the State Purchasing Division every quarter so that the cap thresholds can be monitored. If no Purchase Orders (PO) have been issued for the year, a report must still be sent in before the renewal date. A copy of approved POs must be sent as well as a summary spreadsheet for the quarter. The spreadsheet shall contain the following columns:

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

**Failure to do so will result in the yearly renewal of the Price Agreement being denied. Quarterly Spreadsheets MUST be sent to Michael Saavedra at [Michael.Saavedra@state.nm.us](mailto:Michael.Saavedra@state.nm.us).**

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

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

Work may include, but is not limited to, installation, diagnostics, electrical, removals, repairs, parts and supplies, maintenance, and upgrades. The installation and service work will apply to various assortments of irrigation wells, domestic wells, windmills, solar wells, and water capture systems, including:

- Irrigation wells may include casings, lift stations, pumping systems, electrical and fuel-driven pumps and components, flow meters, connected water movement and storage components, and related components. Casings and discharge sizes of irrigation wells will be four (4) inches and above.
- Domestic wells may include casings, lift stations, pumping systems, electrical and fuel-driven pumps and components, pressure tanks and meters, connected water movement and storage components, and related components. Casings and discharge sizes of domestic wells will be below four (4) inches.
- Windmills may include casings, pumping systems, windmill heads, windmill towers and structures, connected water movement and storage components, and related components.
- Solar wells may include casings, pumping systems, solar panels, electrical pumps and electrical

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components, connected water movement and storage components, and related components. Includes replacement of windmill systems with equivalent solar pump systems.

- Water capture systems may include guzzlers, trick tanks, drinkers, catchments, floats and valves, connected water movement and storage components, and related components.

The State Purchasing Zone Map (Exhibit A) has been divided into the four (4) quadrants of the state.

NW Quadrant: Zones 1, 2, 4, and 5

NE Quadrant: Zones 3 and 6

SW Quadrant: Zones 8, 11, and 12

SE Quadrant: Zones 7, 9, and 10

This enables establishment of pricing guidelines for the vendors and the Agency in procuring services at best obtainable price. All bidders can bid on all zones or on individual zones. Hourly rates should be all inclusive. Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. If the job requires more than one (1) visit Contractors must have justification and prior approval from the using Agency. Mileage will be based by google.com/maps. Vendors must furnish the Agency with copies of all price lists upon request.

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

### **Insurance Requirements**

#### Insurance:

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

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

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party

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beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

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

Bonding:

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

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

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

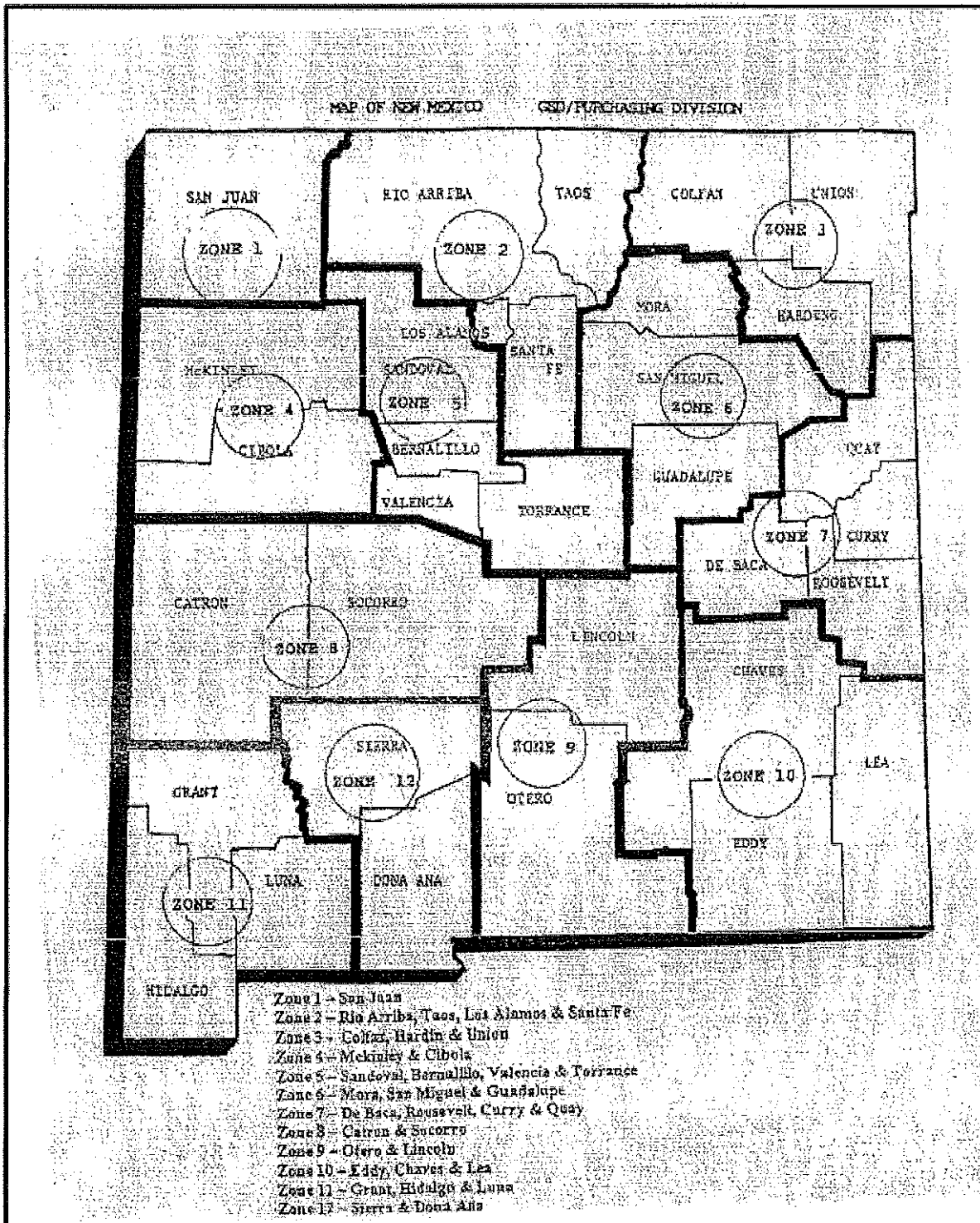
The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID). The CID will issue permits for work performed at state-owned buildings.

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**Exhibit A: The State Purchasing Zone Map**



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**Minimum Requirements:**

Contractor Note:

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

**Contractor shall provide the following information:**

**Contractor's New Mexico  
license no.:**

\_\_\_\_\_

**Contractor's classification  
no.:**

\_\_\_\_\_

**State tax identification no.:**

\_\_\_\_\_

**Public Works Registration  
Number\*:**

\_\_\_\_\_

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

Wage Rates:

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

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

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

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

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

For questions contact Michael Saavedra, State Purchasing Division, at (505) 827-0610.



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**Lower Tier Certification**

By signing this Bid, the bidding contractor certifies in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, that they have read the instructions for certification written by the U.S. Department of the Interior (Form D1-1954-9/88) and certify to the following: (1) Neither the bidding contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal debarment or agency, (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this Bid.

**Lower Tier Certification**

By signing this contract, the bidding contractor certifies in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, that they have read the instructions for certification written by the U.S. Department of the Interior (Form D1-1954-9/88) and certify to the following: (1) Neither the bidding contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal debarment or agency, (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

**Awarded supplier must be registered under the Federal System of Award Management (SAMS)**

<https://www.sam.gov>

For more information click the 'ABOUT' tab.

**Federal System of Award Management (SAMS) DUNS #:** \_\_\_\_\_

**Preferences**

The Resident Business Preference and Resident Veteran Business Preference do not apply for this procurement, as Federal funds may be utilized.

Bid **should** include the entire ITB with specifications along with an electronic copy of only the items' spreadsheet in Excel format on a CD ROM or Flash Drive. (Make sure you respond to all necessary item options in the comments' column on the spreadsheet, if applicable.) Verify you respond to the number of items indicated - **(160 items total for this ITB.)**

List Bidder's place of business:

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

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| Item   | Approx. Qty. | Unit | Article and Description   | Unit Price |          |          |          |
|--|--------------|------|---|------------|----------|----------|----------|
| Projects UNDER Sixty Thousand Dollars (\$60,000) – No Wage Decision Projects |              |      |   |            |          |          |          |
|  |              |      |   | (AA)       | (AB)     | (AC)     | (AD)     |
| 1  | 1            | HR   | Irrigation Water Wells - Hourly Labor – Hourly Rate - NW Area (Shop Repairs Only) | \$125.00   |          | \$165.00 | \$90.00  |
| 2  | 1            | HR   | Irrigation Water Wells - Hourly Labor – Hourly Rate - NE Area (Shop Repairs Only) | \$125.00   |          | \$182.00 | \$90.00  |
| 3  | 1            | HR   | Irrigation Water Wells - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only) | \$125.00   |          | \$190.00 | \$90.00  |
| 4  | 1            | HR   | Irrigation Water Wells - Hourly Labor – Hourly Rate - SE Area (Shop Repairs Only) | \$125.00   | \$75.00  | \$198.00 | \$90.00  |
| 5  | 1            | HR   | Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NW Area  | \$125.00   |          | \$150.00 | \$100.00 |
| 6  | 1            | HR   | Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NE Area  | \$125.00   |          | \$165.00 | \$100.00 |
| 7  | 1            | HR   | Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - SW Area  | \$125.00   |          | \$173.00 | \$100.00 |
| 8  | 1            | HR   | Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) – SE Area  | \$125.00   | \$100.00 | \$180.00 | \$100.00 |
| 9  | 1            | HR   | Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) NW Area       | \$125.00   |          | \$115.00 | \$90.00  |
| 10   | 1            | HR   | Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) NE Area       | \$125.00   |          | \$127.00 | \$90.00  |
| 11   | 1            | HR   | Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) SW Area       | \$125.00   |          | \$132.00 | \$90.00  |
| 12   | 1            | HR   | Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) SE Area       | \$125.00   | \$50.00  | \$138.00 | \$90.00  |
| 13   | 1            | Mile | Irrigation Water Wells : Mileage Rate NW Area                                     | \$3.50     |          | \$3.00   | \$1.50   |
| 14   | 1            | Mile | Irrigation Water Wells : Mileage Rate NE Area                                     | \$3.50     |          | \$3.00   | \$1.50   |
| 15   | 1            | Mile | Irrigation Water Wells : Mileage Rate SW Area                                     | \$3.50     |          | \$3.00   | \$1.50   |
| 16   | 1            | Mile | Irrigation Water Wells : Mileage Rate SE Area                                     | \$3.50     | \$2.00   | \$3.00   | \$1.50   |
| 17   | 1            | %    | Irrigation Water Wells : % (off current catalog price) Discount on Parts NW Area  | 10%        |          | 0%       | 0%       |
| 18   | 1            | %    | Irrigation Water Wells : % (off current catalog price) Discount on Parts NE Area  | 10%        |          | 0%       | 0%       |
| 19   | 1            | %    | Irrigation Water Wells : % (off current catalog price) Discount on Parts SW Area  | 10%        |          | 0%       | 0%       |
| 20   | 1            | %    | Irrigation Water Wells : % (off current catalog price) Discount on Parts SE Area  | 10%        | 5-10%    | 0%       | 0%       |
| 21   | 1            | HR   | Domestic Water Wells - Hourly Labor – Hourly Rate - NW Area (Shop Repairs Only)   | \$125.00   |          | \$165.00 | \$90.00  |
| 22   | 1            | HR   | Domestic Water Wells - Hourly Labor – Hourly Rate - NE Area (Shop Repairs Only)   | \$125.00   |          | \$182.00 | \$90.00  |
| 23   | 1            | HR   | Domestic Water Wells - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)   | \$125.00   |          | \$190.00 | \$90.00  |
| 24   | 1            | HR   | Domestic Water Wells - Hourly Labor – Hourly Rate - SE Area (Shop Repairs Only)   | \$125.00   | \$50.00  | \$198.00 | \$90.00  |

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| Item | Approx. Qty. | Unit | Article and Description  | Unit Price |          |          |          |
|------|--------------|------|--|------------|----------|----------|----------|
|      |              |      |  | (AA)       | (AB)     | (AC)     | (AD)     |
| 25   | 1            | HR   | Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NW Area | \$125.00   |          | \$150.00 | \$100.00 |
| 26   | 1            | HR   | Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NE Area | \$125.00   |          | \$165.00 | \$100.00 |
| 27   | 1            | HR   | Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - SW Area | \$125.00   |          | \$173.00 | \$100.00 |
| 28   | 1            | HR   | Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - SE Area | \$125.00   | \$100.00 | \$180.00 | \$100.00 |
| 29   | 1            | HR   | Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) NW Area      | \$125.00   |          | \$115.00 | \$90.00  |
| 30   | 1            | HR   | Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) NE Area      | \$125.00   |          | \$127.00 | \$90.00  |
| 31   | 1            | HR   | Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) SW Area      | \$125.00   |          | \$132.00 | \$90.00  |
| 32   | 1            | HR   | Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) SE Area      | \$125.00   | \$50.00  | \$138.00 | \$90.00  |
| 33   | 1            | Mile | Domestic Water Wells : Mileage Rate NW Area                                    | \$3.50     |          | \$3.00   | \$1.50   |
| 34   | 1            | Mile | Domestic Water Wells : Mileage Rate NE Area                                    | \$3.50     |          | \$3.00   | \$1.50   |
| 35   | 1            | Mile | Domestic Water Wells : Mileage Rate SW Area                                    | \$3.50     |          | \$3.00   | \$1.50   |
| 36   | 1            | Mile | Domestic Water Wells : Mileage Rate SE Area                                    | \$3.50     | \$2.00   | \$3.00   | \$1.50   |
| 37   | 1            | %    | Domestic Water Wells : % (off current catalog price) Discount on Parts NW Area | 10%        |          | 0%       | 0%       |
| 38   | 1            | %    | Domestic Water Wells : % (off current catalog price) Discount on Parts NE Area | 10%        |          | 0%       | 0%       |
| 39   | 1            | %    | Domestic Water Wells : % (off current catalog price) Discount on Parts SW Area | 10%        |          | 0%       | 0%       |
| 40   | 1            | %    | Domestic Water Wells : % (off current catalog price) Discount on Parts SE Area | 10%        | 5-10%    | 0%       | 0%       |
| 41   | 1            | HR   | Windmills - Hourly Labor – Hourly Rate - NW Area (Shop Repairs Only)           |            |          | \$165.00 | \$90.00  |
| 42   | 1            | HR   | Windmills - Hourly Labor – Hourly Rate - NE Area (Shop Repairs Only)           |            |          | \$182.00 | \$90.00  |
| 43   | 1            | HR   | Windmills - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)           |            |          | \$190.00 | \$90.00  |
| 44   | 1            | HR   | Windmills - Hourly Labor – Hourly Rate - SE Area (Shop Repairs Only)           |            |          | \$198.00 | \$90.00  |
| 45   | 1            | HR   | Windmills - Hourly Rate - Supervisor (Field Repairs Only) - NW Area            |            |          | \$150.00 | \$100.00 |
| 46   | 1            | HR   | Windmills - Hourly Rate - Supervisor (Field Repairs Only) - NE Area            |            |          | \$165.00 | \$100.00 |
| 47   | 1            | HR   | Windmills - Hourly Rate - Supervisor (Field Repairs Only) - SW Area            |            |          | \$173.00 | \$100.00 |

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| Item | Approx.<br>Qty. | Unit | Article and Description  | Unit Price |         |          |          |
|------|-----------------|------|--|------------|---------|----------|----------|
|      |                 |      |  | (AA)       | (AB)    | (AC)     | (AD)     |
| 48   | 1               | HR   | Windmills - Hourly Rate - Supervisor (Field Repairs Only) - SE Area          |            |         | \$180.00 | \$100.00 |
| 49   | 1               | HR   | Windmills - Hourly Rate - Laborer (Field Repairs Only) NW Area               |            |         | \$115.00 | \$90.00  |
| 50   | 1               | HR   | Windmills - Hourly Rate - Laborer (Field Repairs Only) NE Area               |            |         | \$127.00 | \$90.00  |
| 51   | 1               | HR   | Windmills - Hourly Rate - Laborer (Field Repairs Only) SW Area               |            |         | \$132.00 | \$90.00  |
| 52   | 1               | HR   | Windmills - Hourly Rate - Laborer (Field Repairs Only) SE Area               |            |         | \$138.00 | \$90.00  |
| 53   | 1               | Mile | Windmills : Mileage Rate NW Area   |            |         | \$3.00   | \$1.50   |
| 54   | 1               | Mile | Windmills : Mileage Rate NE Area   |            |         | \$3.00   | \$1.50   |
| 55   | 1               | Mile | Windmills : Mileage Rate SW Area   |            |         | \$3.00   | \$1.50   |
| 56   | 1               | Mile | Windmills : Mileage Rate SE Area   |            |         | \$3.00   | \$1.50   |
| 57   | 1               | %    | Windmills : % Discount (off current catalog price) on Parts NW Area          |            |         | 0%       | 0%       |
| 58   | 1               | %    | Windmills : % Discount (off current catalog price) Discount on Parts NE Area |            |         | 0%       | 0%       |
| 59   | 1               | %    | Windmills : % Discount (off current catalog price) Discount on Parts SW Area |            |         | 0%       | 0%       |
| 60   | 1               | %    | Windmills : % Discount (off current catalog price) Discount on Parts SE Area |            |         | 0%       | 0%       |
| 61   | 1               | HR   | Solar Wells - Hourly Labor – Hourly Rate - NW Area (Shop Repairs Only)       |            |         | \$165.00 | \$90.00  |
| 62   | 1               | HR   | Solar Wells - Hourly Labor – Hourly Rate - NE Area (Shop Repairs Only)       |            |         | \$182.00 | \$90.00  |
| 63   | 1               | HR   | Solar Wells - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)       |            |         | \$190.00 | \$90.00  |
| 64   | 1               | HR   | Solar Wells - Hourly Labor – Hourly Rate - SE Area (Shop Repairs Only)       |            | \$50.00 | \$198.00 | \$90.00  |
| 65   | 1               | HR   | Solar Wells- Hourly Rate - Supervisor (Field Repairs Only) - NW Area         |            |         | \$150.00 | \$100.00 |
| 66   | 1               | HR   | Solar Wells - Hourly Rate - Supervisor (Field Repairs Only) - NE Area        |            |         | \$165.00 | \$100.00 |
| 67   | 1               | HR   | Solar Wells- Hourly Rate - Supervisor (Field Repairs Only) - SW Area         |            |         | \$173.00 | \$100.00 |
| 68   | 1               | HR   | Solar Wells- Hourly Rate - Supervisor (Field Repairs Only) - SE Area         |            |         | \$180.00 | \$100.00 |
| 69   | 1               | HR   | Solar Wells - Hourly Rate - Laborer (Field Repairs Only) NW Area             |            |         | \$115.00 | \$90.00  |
| 70   | 1               | HR   | Solar Wells- Hourly Rate - Laborer (Field Repairs Only) NE Area              |            |         | \$127.00 | \$90.00  |
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| Item | Approx. Qty. | Unit | Article and Description   | Unit Price |         |          |         |
|------|--------------|------|---|------------|---------|----------|---------|
|      |              |      |   | (AA)       | (AB)    | (AC)     | (AD)    |
| 71   | 1            | HR   | Solar Wells- Hourly Rate - Laborer (Field Repairs Only) SW Area       |            |         | \$132.00 | \$90.00 |
| 72   | 1            | HR   | Solar Wells - Hourly Rate - Laborer (Field Repairs Only) SE Area      |            | \$50.00 | \$138.00 | \$90.00 |
| 73   | 1            | Mile | Solar Wells : Mileage Rate NW Area                                    |            |         | \$3.00   | \$1.50  |
| 74   | 1            | Mile | Solar Wells : Mileage Rate NE Area                                    |            |         | \$3.00   | \$1.50  |
| 75   | 1            | Mile | Solar Wells : Mileage Rate SW Area                                    |            |         | \$3.00   | \$1.50  |
| 76   | 1            | Mile | Solar Wells : Mileage Rate SE Area                                    |            | \$2.00  | \$3.00   | \$1.50  |
| 77   | 1            | %    | Solar Wells : % (off current catalog price) Discount on Parts NW Area |            |         | 0%       | 0%      |
| 78   | 1            | %    | Solar Wells : % (off current catalog price) Discount on Parts NE Area |            |         | 0%       | 0%      |
| 79   | 1            | %    | Solar Wells : % (off current catalog price) Discount on Parts SW Area |            |         | 0%       | 0%      |
| 80   | 1            | %    | Solar Wells : % (off current catalog price) Discount on Parts SE Area |            | 5-10%   | 0%       | 0%      |

**Projects OVER Sixty Thousand Dollars (\$60,000) – Wage Decision Projects**

| Item  | Approx. Qty. | Unit | Article and Description   | Unit Price |          |          |          |
|---|--------------|------|---|------------|----------|----------|----------|
|   |              |      |   | (AA)       | (AB)     | (AC)     | (AD)     |
| 81  | 1            | HR   | Irrigation Water Wells - Hourly Labor – Hourly Rate - NW Area (Shop Repairs Only) | \$125.00   |          | \$215.00 | \$100.00 |
| 82  | 1            | HR   | Irrigation Water Wells - Hourly Labor – Hourly Rate - NE Area (Shop Repairs Only) | \$125.00   |          | \$236.00 | \$100.00 |
| 83  | 1            | HR   | Irrigation Water Wells - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only) | \$125.00   |          | \$247.00 | \$100.00 |
| 84  | 1            | HR   | Irrigation Water Wells - Hourly Labor – Hourly Rate - SE Area (Shop Repairs Only) | \$125.00   | \$80.00  | \$257.00 | \$100.00 |
| 85  | 1            | HR   | Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NW Area  | \$125.00   |          | \$195.00 | \$110.00 |
| 86  | 1            | HR   | Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NE Area  | \$125.00   |          | \$215.00 | \$110.00 |
| 87  | 1            | HR   | Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - SW Area  | \$125.00   |          | \$224.00 | \$110.00 |
| 88  | 1            | HR   | Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) – SE Area  | \$125.00   | \$125.00 | \$234.00 | \$110.00 |
| 89  | 1            | HR   | Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) NW Area       | \$125.00   |          | \$150.00 | \$100.00 |
| 90  | 1            | HR   | Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) NE Area       | \$125.00   |          | \$164.00 | \$100.00 |
| 91  | 1            | HR   | Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) SW Area       | \$125.00   |          | \$172.00 | \$100.00 |
| 92  | 1            | HR   | Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) SE Area       | \$125.00   | \$75.00  | \$179.00 | \$100.00 |
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| Item | Approx.<br>Qty. | Unit | Article and Description  | Unit Price |          |          |          |
|------|-----------------|------|--|------------|----------|----------|----------|
|      |                 |      |  | (AA)       | (AB)     | (AC)     | (AD)     |
| 93   | 1               | Mile | Irrigation Water Wells : Mileage Rate NW Area                                    | \$3.50     |          | \$3.50   | \$1.50   |
| 94   | 1               | Mile | Irrigation Water Wells : Mileage Rate NE Area                                    | \$3.50     |          | \$3.50   | \$1.50   |
| 95   | 1               | Mile | Irrigation Water Wells : Mileage Rate SW Area                                    | \$3.50     |          | \$3.50   | \$1.50   |
| 96   | 1               | Mile | Irrigation Water Wells : Mileage Rate SE Area                                    | \$3.50     | \$2.00   | \$3.50   | \$1.50   |
| 97   | 1               | %    | Irrigation Water Wells : % (off current catalog price) Discount on Parts NW Area | 10%        |          | 0%       | 0%       |
| 98   | 1               | %    | Irrigation Water Wells : % (off current catalog price) Discount on Parts NE Area | 10%        |          | 0%       | 0%       |
| 99   | 1               | %    | Irrigation Water Wells : % (off current catalog price) Discount on Parts SW Area | 10%        |          | 0%       | 0%       |
| 100  | 1               | %    | Irrigation Water Wells : % (off current catalog price) Discount on Parts SE Area | 10%        | 5%       | 0%       | 0%       |
| 101  | 1               | HR   | Domestic Water Wells - Hourly Labor – Hourly Rate - NW Area (Shop Repairs Only)  | \$125.00   |          | \$215.00 | \$100.00 |
| 102  | 1               | HR   | Domestic Water Wells - Hourly Labor – Hourly Rate - NE Area (Shop Repairs Only)  | \$125.00   |          | \$236.00 | \$100.00 |
| 103  | 1               | HR   | Domestic Water Wells - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)  | \$125.00   |          | \$247.00 | \$100.00 |
| 104  | 1               | HR   | Domestic Water Wells - Hourly Labor – Hourly Rate - SE Area (Shop Repairs Only)  | \$125.00   | \$70.00  | \$257.00 | \$100.00 |
| 105  | 1               | HR   | Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NW Area   | \$125.00   |          | \$195.00 | \$110.00 |
| 106  | 1               | HR   | Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NE Area   | \$125.00   |          | \$215.00 | \$110.00 |
| 107  | 1               | HR   | Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - SW Area   | \$125.00   |          | \$224.00 | \$110.00 |
| 108  | 1               | HR   | Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - SE Area   | \$125.00   | \$125.00 | \$234.00 | \$110.00 |
| 109  | 1               | HR   | Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) NW Area        | \$125.00   |          | \$150.00 | \$100.00 |
| 110  | 1               | HR   | Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) NE Area        | \$125.00   |          | \$164.00 | \$100.00 |
| 111  | 1               | HR   | Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) SW Area        | \$125.00   |          | \$172.00 | \$100.00 |
| 112  | 1               | HR   | Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) SE Area        | \$125.00   | \$75.00  | \$179.00 | \$100.00 |
| 113  | 1               | Mile | Domestic Water Wells : Mileage Rate NW Area                                      | \$3.50     |          | \$3.50   | \$1.50   |
| 114  | 1               | Mile | Domestic Water Wells : Mileage Rate NE Area                                      | \$3.50     |          | \$3.50   | \$1.50   |
| 115  | 1               | Mile | Domestic Water Wells : Mileage Rate SW Area                                      | \$3.50     |          | \$3.50   | \$1.50   |

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| Item                                       | Approx.<br>Qty. | Unit | Article and Description  | Unit Price |        |          |          |
|--|-----------------|------|--|------------|--------|----------|----------|
|  |                 |      |  | (AA)       | (AB)   | (AC)     | (AD)     |
| 116  | 1               | Mile | Domestic Water Wells : Mileage Rate SE Area                                    | \$3.50     | \$2.00 | \$3.50   | \$1.50   |
| 117  | 1               | %    | Domestic Water Wells : % (off current catalog price) Discount on Parts NW Area | 10%        |        | 0%       | 0%       |
| 118  | 1               | %    | Domestic Water Wells : % (off current catalog price) Discount on Parts NW Area | 10%        |        | 0%       | 0%       |
| 119  | 1               | %    | Domestic Water Wells : % (off current catalog price) Discount on Parts SW Area | 10%        |        | 0%       | 0%       |
| 120  | 1               | %    | Domestic Water Wells : % (off current catalog price) Discount on Parts SE Area | 10%        | 5%     | 0%       | 0%       |
| 121  | 1               | HR   | Windmills – Hourly Labor – Hourly Rate – NW Area (Shop Repairs Only)           |            |        | \$215.00 | \$100.00 |
| 122  | 1               | HR   | Windmills – Hourly Labor – Hourly Rate – NE Area (Shop Repairs Only)           |            |        | \$236.00 | \$100.00 |
| 123  | 1               | HR   | Windmills – Hourly Labor – Hourly Rate – SW Area (Shop Repairs Only)           |            |        | \$247.00 | \$100.00 |
| 124  | 1               | HR   | Windmills – Hourly Labor – Hourly Rate – SE Area (Shop Repairs Only)           |            |        | \$257.00 | \$100.00 |
| 125  | 1               | HR   | Windmills – Hourly Rate – Supervisor (Field Repairs Only) – NW Area            |            |        | \$195.00 | \$110.00 |
| 126  | 1               | HR   | Windmills – Hourly Rate – Supervisor (Field Repairs Only) – NE Area            |            |        | \$215.00 | \$110.00 |
| 127  | 1               | HR   | Windmills – Hourly Rate – Supervisor (Field Repairs Only) – SW Area            |            |        | \$224.00 | \$110.00 |
| 128  | 1               | HR   | Windmills – Hourly Rate – Supervisor (Field Repairs Only) – SE Area            |            |        | \$234.00 | \$110.00 |
| 129  | 1               | HR   | Windmills – Hourly Rate – Laborer (Field Repairs Only) – NW Area               |            |        | \$150.00 | \$100.00 |
| 130  | 1               | HR   | Windmills – Hourly Rate – Laborer (Field Repairs Only) – NE Area               |            |        | \$164.00 | \$100.00 |
| 131  | 1               | HR   | Windmills – Hourly Rate – Laborer (Field Repairs Only) – SW Area               |            |        | \$172.00 | \$100.00 |
| 132  | 1               | HR   | Windmills – Hourly Rate – Laborer (Field Repairs Only) – SE Area               |            |        | \$179.00 | \$100.00 |
| 133  | 1               | Mile | Windmills : Mileage Rate NW Area   |            |        | \$3.50   | \$1.50   |
| 134  | 1               | Mile | Windmills : Mileage Rate NE Area   |            |        | \$3.50   | \$1.50   |
| 135  | 1               | Mile | Windmills : Mileage Rate SW Area   |            |        | \$3.50   | \$1.50   |
| 136  | 1               | Mile | Windmills : Mileage Rate SE Area   |            |        | \$3.50   | \$1.50   |
| 137  | 1               | %    | Windmills : % Discount (off current catalog price) on Parts NW Area            |            |        | 0%       | 0%       |
| 138  | 1               | %    | Windmills : % Discount (off current catalog price) on Parts NE Area            |            |        | 0%       | 0%       |
| 139  | 1               | %    | Windmills : % Discount (off current catalog price) on Parts SW Area            |            |        | 0%       | 0%       |
| 140  | 1               | %    | Windmills : % Discount (off current catalog price) on Parts SE Area            |            |        | 0%       | 0%       |
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| Item | Approx.<br>Qty. | Unit | Article and Description  | Unit Price |          |          |          |
|------|-----------------|------|--|------------|----------|----------|----------|
|      |                 |      |  | (AA)       | (AB)     | (AC)     | (AD)     |
| 141  | 1               | HR   | Solar Wells – Hourly Labor – Hourly Rate – NW Area (Shop Repairs Only)   |            |          | \$215.00 | \$100.00 |
| 142  | 1               | HR   | Solar Wells – Hourly Labor – Hourly Rate – NE Area (Shop Repairs Only)   |            |          | \$236.00 | \$100.00 |
| 143  | 1               | HR   | Solar Wells – Hourly Labor – Hourly Rate – SW Area (Shop Repairs Only)   |            |          | \$247.00 | \$100.00 |
| 144  | 1               | HR   | Solar Wells – Hourly Labor – Hourly Rate – SE Area (Shop Repairs Only)   |            | \$70.00  | \$257.00 | \$100.00 |
| 145  | 1               | HR   | Solar Wells – Hourly Rate – Supervisor – NW Area (Field Repairs Only)    |            |          | \$195.00 | \$110.00 |
| 146  | 1               | HR   | Solar Wells – Hourly Rate – Supervisor – NE Area (Field Repairs Only)    |            |          | \$215.00 | \$110.00 |
| 147  | 1               | HR   | Solar Wells – Hourly Rate – Supervisor – SW Area (Field Repairs Only)    |            |          | \$224.00 | \$110.00 |
| 148  | 1               | HR   | Solar Wells – Hourly Rate – Supervisor – SE Area (Field Repairs Only)    |            | \$125.00 | \$234.00 | \$110.00 |
| 149  | 1               | HR   | Solar Wells – Hourly Rate – Laborer – NW Area (Field Repairs Only)       |            |          | \$150.00 | \$100.00 |
| 150  | 1               | HR   | Solar Wells – Hourly Rate – Laborer – NE Area (Field Repairs Only)       |            |          | \$164.00 | \$100.00 |
| 151  | 1               | HR   | Solar Wells – Hourly Rate – Laborer – SW Area (Field Repairs Only)       |            |          | \$172.00 | \$100.00 |
| 152  | 1               | HR   | Solar Wells – Hourly Rate – Laborer – SE Area (Field Repairs Only)       |            | \$75.00  | \$179.00 | \$100.00 |
| 153  | 1               | Mile | Solar Wells : Mileage Rate NW Area                                       |            |          | \$3.50   | \$1.50   |
| 154  | 1               | Mile | Solar Wells : Mileage Rate NE Area                                       |            |          | \$3.50   | \$1.50   |
| 155  | 1               | Mile | Solar Wells : Mileage Rate SW Area                                       |            |          | \$3.50   | \$1.50   |
| 156  | 1               | Mile | Solar Wells : Mileage Rate SE Area                                       |            | \$2.00   | \$3.50   | \$1.50   |
| 157  | 1               | %    | Solar Wells : % (off current catalog price)<br>Discount on Parts NW Area |            |          | 0%       | 0%       |
| 158  | 1               | %    | Solar Wells : % (off current catalog price)<br>Discount on Parts NE Area |            |          | 0%       | 0%       |
| 159  | 1               | %    | Solar Wells : % (off current catalog price)<br>Discount on Parts SW Area |            |          | 0%       | 0%       |
| 160  | 1               | %    | Solar Wells : % (off current catalog price)<br>Discount on Parts SE Area |            | 5%       | 0%       | 0%       |

\*\*\* 160 Items Total \*\*\*