



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
58 Vendors

Number: 30-00000-23-00070

Amendment No.: Six

Term: July 1, 2023 - June 30, 2026

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

Procurement Specialist: James Ortega

JO

Telephone No.: (505) 795-2516

Email: james.ortega@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: **General Construction Services State-Wide**

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 indicated parties, this Price Agreement is extended from June 30, 2025 to June 30, 2026 at the same price, terms and conditions.

(Below is the list of all the vendors that agreed to participate in the extension of this Price Agreement)

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

Dorothy Mendonca

Date: 6/27/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

JO

List of Remaining active Vendors for 30-00000-23-00070 General Construction Services State-Wide (Amendment # Six)		
Contract #	Vendor ID#	Vendor Name
30000002300070AA-1	0000073450	3 B BUILDERS INC.
30000002300070AB-1	0000174898	ALL IN ONE EXCAVATION L.L.C.
AC30000002300070	0000097177	APIC SOLUTIONS INC.
AD30000002300070	0000053415	ADVANCED ENVIRONMENTAL
AE30000002300070	0000107401	ALL-RITE CONSTRUCTION INC.
AF30000002300070	0000009253	ALLIED ELECTRIC INC.
AG30000002300070	0000054601	ANCHORBUILT INC.
AH30000002300070	0000167268	ASBESTOS EXPERTS L.L.C.
AI30000002300070	0000046277	B&D INDUSTRIES
AJ30000002300070	0000146366	BARNLEY CONSTRUCTION L.L.C.
30000002300070AK	0000174924	BRUCE MARTIN CONSTRUCTION L.L.C.
AM30000002300070	000051994	CLASSIC INDUSTRIES INC
AN30000002300070	0000174779	COLT BUILDERS
AO30000002300070	0000138100	CONSOLIDATED BUILDERS OF NM L.L.C.
AP30000002300070	0000046874	CONTI ENERGY CONTROL L.L.C.
30000002300070AQ	0000052651	CONTRERAS CONSTRUCTION CORP
AS30000002300070	0000170503	ELITE COMMUNICATIONS & CONSTRUCTION L.L.C.
AT30000002300070	0000049445	ESA CONSTRUCTION INC.
AU30000002300070	0000043596	FIRST MESA CONSTRUCTION INC.
30000002300070AV	0000086357	FOUR WINDS MECHANICAL HTC AC INC.
AW30000002300070	0000049692	FRANKEN CONSTRUCTION COMPANY INC.
AX30000002300070	0000154826	FULCRUM CONTRACTING L.L.C.
AY30000002300070	0000090285	GM EMULSION L.L.C.
BB30000002300070	0000046616	HIGHLAND ENTERPRISES INC.
BC30000002300070	0000167639	JAYPEN CONSTRUCTION L.L.C.
BD30000002300070	0000046321	JACK B HENDERSON CONSTRUCTION CO INC.
30000002300070BE	0000163642	JGF BUILT L.L.C.
BF30000002300070	0000047607	JIM SENA CONST CO INC.
BG30000002300070	0000129254	JRM CONSTRUCTION & ROOFING INC.
BH30000002300070	0000061554	JUNIOR BUILDERS
BK30000002300070	0000087051	LA MESILLA CONSTRUCTION L.L.C.
BL30000002300070	0000050594	LONGHORN CONSTRUCTION SERVICES INC.
BN30000002300070	0000138553	NINE DEGREES CONSTRUCTION L.L.C.
BO30000002300070	0000086491	MEVACON L.L.C.
30000002300070BP	0000174881	MTN STATES STRUCTURAL CONSULTANTS INC.
30000002300070BQ	0000049864	MURPHY BUILDERS INC.
30000002300070BR	0000142244	MVT CONTRACTING L.L.C.
BS30000002300070	0000090738	NIETO CUSTOM BUILDERS INC.
BT30000002300070	0000140941	NORTHEASTERN CONSTRUCTION
BV30000002300070	0000092230	OSCEOLA INC.
BY30000002300070	0000116761	PRIME BUILDERS L.L.C.

List of Remaining active Vendors for 30-00000-23-00070 General Construction Services State-Wide (Amendment # Six)		
BZ30000002300070	0000108577	QA ENGINEERING L.L.C.
CA30000002300070	0000132517	R AND M CONSTRUCTION L.L.C.
CB30000002300070	0000072052	REINEKE CONSTRUCTION L.L.C.
CC30000002300070	0000168093	RHINO ROOFING INC.
CE30000002300070	0000090374	RYMARC CONSTRUCTION INC
CF30000002300070	0000117370	STOP RESTORATION L.L.C.
CG30000002300070	0000009789	SDV CONSTRUCTION INC.
30000002300070CI	0000174750	SOUTHWEST WATER WORKS L.L.C.
CJ30000002300070	0000170501	AISLING COMPANY
CK30000002300070	0000046339	TRESCO INC.
CL30000002300070	0000054166	VILLALOBOS CONSTRUCTION CO. INC.
CM30000002300070	0000051414	WWRC INC.
CN30000002300070	0000009760	WEIL CONSTRUCTION INC.
CO30000002300070	0000050416	WHITE SANDS CONSTRUCTION INC.
CP30000002300070	0000150396	JUSTIN WILSON
CR30000002300070	0000070502	MANS CONSTRUCTION COMPANY
CT30000002300070	0000052218	PAUL DAVIS RESTORATION OF NM INC.

Certificate Of Completion

Envelope Id: 7F740474-EB7B-4AB5-BEA8-86DA61F32A9C

Status: Completed

Subject: Please DocuSign: 30-00000-23-00070 General Construction SWPA A006

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

James Ortega

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

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

james.ortega@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: James Ortega

Location: DocuSign

6/27/2025 1:26:26 PM

james.ortega@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

Signer Events

Signature

Timestamp

Johnny DeSha

Sent: 6/27/2025 1:27:38 PM

johnny.desha@gsd.nm.gov

Viewed: 6/27/2025 1:28:40 PM

Procurement Specialist Manager

Signed: 6/27/2025 1:28:51 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 3/25/2025 7:13:20 AM

ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f

James Ortega

Sent: 6/27/2025 1:28:52 PM

james.ortega@gsd.nm.gov

Viewed: 6/27/2025 1:29:25 PM

Security Level: Email, Account Authentication (None)

Signed: 6/27/2025 1:29:31 PM

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 10/24/2022 4:00:52 PM

ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Dorothy Mendonca

Sent: 6/27/2025 1:29:32 PM

dorothy.mendonca@gsd.nm.gov

Viewed: 6/27/2025 1:30:30 PM

SPD Division Director / State Purchasing Agent

Signed: 6/27/2025 1:30:45 PM

General Services Department

Signature Adoption: Pre-selected Style

Signing Group: 35000 - State Purchasing Agent

Using IP Address: 164.64.62.10

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

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
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/27/2025 1:27:38 PM
Certified Delivered	Security Checked	6/27/2025 1:30:30 PM
Signing Complete	Security Checked	6/27/2025 1:30:45 PM
Completed	Security Checked	6/27/2025 1:30:45 PM

Payment Events	Status	Timestamps
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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

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 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 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.SPInfo@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:
(CT) 0000052218
Paul Davis Restoration of Northern NM
12 Bisbee Ct
Santa Fe, NM 87508

Contact: Analise Trujillo
Email: analise.trujillo@pauldavis.com
Telephone No.: 505-471-1357

Number: **30-00000-23-00070**

Amendment No.: **Five**

Term: **July 1, 2023 - June 30, 2025**

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

Procurement Specialist: **James Ortega**

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Invoice:
As Requested at Time of Order

Title: General Construction Services State-Wide

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

Correct vendor Identification Number for vendor Paul Davis Restoration of Northern NM.

From: (BW) 0000075750

To: (CT) 0000052218

(CT) 0000154826, Paul Davis Restoration of Northern NM pricing listed below:

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

Dorothy Mendonca

Date: 6/4/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

JD

JO

Vendors				(CT) Paul Davis Restoration of Northern NM
	Item	UOM	Description	
	1	Hour	Superintendent, regular hours	\$60.00
	2	Hour	Superintendent, after hours	\$85.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$58.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$75.00
	5	Hour	Laborer, regular hours worked.	\$40.00
	6	Hour	Laborer, after hours worked	\$55.00
Projects OVER Sixty Thousand (\$60,000.00) - Wage Decision Projects	7	Hour	Superintendent, regular hours	\$60.00
	8	Hour	Superintendent, after hours	\$85.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$58.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$75.00
	11	Hour	Laborer, regular hours worked	\$40.00
	12	Hour	Laborer, after hours worked	\$55.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$100.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	5.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$120.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$1.55

Certificate Of Completion

Envelope Id: 8F77B4BF-062F-4A85-9D18-80CF3A3607F6

Status: Completed

Subject: Please DocuSign: 30-00000-23-00070 General Construction A005

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

James Ortega

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

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

james.ortega@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: James Ortega

Location: DocuSign

6/4/2025 9:52:13 AM

james.ortega@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

Signer Events

Signature

Timestamp

Johnny DeSha

johnny.desha@gsd.nm.gov

Procurement Specialist Manager

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Sent: 6/4/2025 9:53:59 AM

Resent: 6/4/2025 11:21:41 AM

Viewed: 6/4/2025 2:28:32 PM

Signed: 6/4/2025 2:29:24 PM

Electronic Record and Signature Disclosure:

Accepted: 3/25/2025 7:13:20 AM

ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f

James Ortega

james.ortega@gsd.nm.gov

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Sent: 6/4/2025 2:29:26 PM

Viewed: 6/4/2025 2:54:33 PM

Signed: 6/4/2025 2:54:40 PM

Electronic Record and Signature Disclosure:

Accepted: 10/24/2022 4:00:52 PM

ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Sent: 6/4/2025 2:54:42 PM

Viewed: 6/4/2025 2:56:22 PM

Signed: 6/4/2025 2:56:36 PM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

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
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/4/2025 9:53:59 AM
Envelope Updated	Security Checked	6/4/2025 11:21:40 AM
Envelope Updated	Security Checked	6/4/2025 11:21:40 AM
Certified Delivered	Security Checked	6/4/2025 2:56:22 PM
Signing Complete	Security Checked	6/4/2025 2:56:36 PM
Completed	Security Checked	6/4/2025 2:56:36 PM

Payment Events	Status	Timestamps
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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

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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:

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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 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 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

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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.SPInfo@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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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:
(AX) 0000154826
Fulcrum Contracting LLC
5400 Sanban Dr.
Las Cruces, NM 88005

Contact: Robert Macias
Email: robert@fulcrum-contracting.com
Telephone No.: 575-650-9523

Number: 30-00000-23-00070
Amendment No.: Four
Term: July 1, 2023 - June 30, 2025

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

Procurement Specialist: James Ortega
Telephone No.: (505) 795-2516
Email: james.ortega@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: General Construction Services State-Wide

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

Update contact information for vendor (AX) Fulcrum Contracting LLC.

From:
ron@fulcrum-contracting.com

To:
terry@fulcrum-contracting.com

Point of Contact: Robert Macias
(575) 496-2802

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

Dorothy Mendonca

Date: 10/7/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

jc ya

Certificate Of Completion

Envelope Id: 807045335689498AA45532907714AD45	Status: Completed
Subject: Please DocuSign: SPD SPA 30-00000-23-00070 General Construction A004	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Yvette Anaya
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	yvette.anaya@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Yvette Anaya	Location: DocuSign
10/3/2024 2:43:23 PM	yvette.anaya@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: General Services Department	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Tami Concha		Sent: 10/3/2024 2:46:17 PM
tami.concha@gsd.nm.gov		Viewed: 10/3/2024 2:49:23 PM
Const. Supervisor		Signed: 10/3/2024 2:49:30 PM
New Mexico General Services, State Purchasing Division	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
 Accepted: 9/13/2024 8:48:30 AM
 ID: 547014fd-a681-4ad0-8bf8-726dead7aed7

Yvette Anaya		Sent: 10/3/2024 2:49:31 PM
yvette.anaya@gsd.nm.gov		Viewed: 10/7/2024 9:25:11 AM
Executive Procurement Officer		Signed: 10/7/2024 9:28:19 AM
New Mexico General Services	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Dorothy Mendonca		Sent: 10/7/2024 9:28:20 AM
dorothy.mendonca@gsd.nm.gov		Viewed: 10/7/2024 11:53:33 AM
SPD Division Director / State Purchasing Agent		Signed: 10/7/2024 11:53:38 AM
General Services Department	Signature Adoption: Pre-selected Style	
Signing Group: 35000 - State Purchasing Agent	Using IP Address: 164.64.62.10	
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
 Accepted: 4/14/2023 7:24:59 AM
 ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

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
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/3/2024 2:46:17 PM
Certified Delivered	Security Checked	10/7/2024 11:53:33 AM
Signing Complete	Security Checked	10/7/2024 11:53:38 AM
Completed	Security Checked	10/7/2024 11:53:38 AM

Payment Events	Status	Timestamps
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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

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 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 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.SPInfo@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:
(AI) 0000046277
B&D Industries Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123

Email: newwojob@bandindustries.com
Telephone No.: (505) 299-4464

Number: **30-00000-23-00070**
Amendment No.: **Three**
Term: **July 1, 2023 – June 30, 2025**

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

Invoice:
As Requested at Time of Order

Procurement Specialist: **Jessica Chavez** *jc*
Telephone No.: **(505) 500-9824**
Email: **jessica.chavez@gsd.nm.gov**

Title: General Construction Services State-Wide

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

Price increases for Vendor (AI) B& D Industries Inc, See page 2 for details.

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

Dorothy Mendonca

Date: 7/31/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

(AI) B&D Industries, Inc. – Price Increases

Item	Description	Current Price	New Price
3	Journeymen/Experience Worker, regular hours worked- Under \$60,000	\$88.00	\$93.64
4	Journeymen/Experience Worker, after hours worked- Under \$60,000	\$110.00	\$117.05
5	Laborer, regular hours worked- Under \$60,000	\$70.00	\$72.97
6	Laborer, after hours worked- Under \$60,000	\$90.00	\$93.82
9	Journeymen/Experience Worker, regular hours worked - Over \$60,000	\$88.00	\$93.64
10	Journeymen/Experience Worker after hours worked - Over \$60,000	\$110.00	\$117.05
11	Laborer, hours worked - Over \$60,000	\$70.00	\$72.97
12	Laborer, after hours worked - Over \$60,000	\$90.00	\$93.82
13	Diagnosis, project estimates, troubleshooting - All projects	\$88.00	\$93.64

Certificate Of Completion

Envelope Id: 99EBF59FDEED46D8B13B88990F211B99	Status: Completed
Subject: Please DocuSign: SPD SPA 30-00000-23-00070 General Construction A003	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jessica Chavez
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	jessica.chavez@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Jessica Chavez	Location: DocuSign
7/31/2024 8:33:53 AM	jessica.chavez@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: General Services Department	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Tami Concha		Sent: 7/31/2024 8:37:14 AM
tami.concha@gsd.nm.gov		Resent: 7/31/2024 8:39:28 AM
Const. Supervisor		Viewed: 7/31/2024 9:07:23 AM
New Mexico General Services, State Purchasing Division		Signed: 7/31/2024 9:09:12 AM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:
 Accepted: 6/28/2024 7:02:43 AM
 ID: a9ed2d91-f227-45ce-9f3e-898ece78fea0

Jessica Chavez		Sent: 7/31/2024 9:09:13 AM
jessica.chavez@gsd.nm.gov		Viewed: 7/31/2024 10:49:16 AM
Procurement Specialist II		Signed: 7/31/2024 10:49:24 AM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Dorothy Mendonca		Sent: 7/31/2024 10:49:25 AM
dorothy.mendonca@gsd.nm.gov		Viewed: 7/31/2024 10:54:57 AM
SPD Division Director / State Purchasing Agent		Signed: 7/31/2024 10:55:05 AM
General Services Department		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10
Signing Group: 35000 - State Purchasing Agent		

Electronic Record and Signature Disclosure:
 Accepted: 4/14/2023 7:24:59 AM
 ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

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
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	7/31/2024 8:39:27 AM
Envelope Updated	Security Checked	7/31/2024 8:39:27 AM
Envelope Updated	Security Checked	7/31/2024 8:39:27 AM
Envelope Updated	Security Checked	7/31/2024 8:39:27 AM
Envelope Updated	Security Checked	7/31/2024 8:40:20 AM
Certified Delivered	Security Checked	7/31/2024 10:54:57 AM
Signing Complete	Security Checked	7/31/2024 10:55:05 AM
Completed	Security Checked	7/31/2024 10:55:05 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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B. Obtaining paper copies

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C. Withdrawing your consent

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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:

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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 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 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

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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.SPInfo@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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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>

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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:
65 Vendors**

Number: 30-00000-23-00070

Amendment No.: Two

Term: July 1, 2023 - June 30, 2025

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

Procurement Specialist: Jessica Chavez *JC*

Telephone No.: (505) 500-9824

Email: jessica.chavez@gsd.nm.gov

**Invoice:
As Requested at Time of Order**

Title: **General Construction Services State-Wide**

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, this Price Agreement is extended from July 1, 2024 to June 30, 2025 at the same price, terms and conditions, except Vendors (BA) Handiwork, Inc., (BI) Kelley Oilfield Services, and (BM) Mark A Lopez Development Inc., (BX) Puma LLC., who did not respond and (CD) Rio Trio LLC.

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

Dorothy Mendonca

Date: 7/3/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

Certificate Of Completion

Envelope Id: 3A057D24711B4EE382E75BD4B5074FB0	Status: Completed
Subject: Please DocuSign: SPD SPA 30-00000-23-00070 General Construction A002	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jessica Chavez
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	jessica.chavez@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original 6/28/2024 2:26:29 PM	Holder: Jessica Chavez jessica.chavez@gsd.nm.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: General Services Department	Location: DocuSign

Signer Events

Signature	Timestamp
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Security Level: Email, Account Authentication (None)	Sent: 6/28/2024 2:27:49 PM Resent: 6/28/2024 2:48:04 PM Resent: 7/1/2024 4:19:43 PM Resent: 7/1/2024 4:43:03 PM Viewed: 7/2/2024 4:46:39 PM Signed: 7/2/2024 4:47:10 PM
<i>NM</i>	
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jessica Chavez jessica.chavez@gsd.nm.gov Procurement Specialist II Security Level: Email, Account Authentication (None)	<i>jc</i>	Sent: 7/2/2024 4:47:10 PM Viewed: 7/3/2024 8:21:56 AM Signed: 7/3/2024 8:21:59 AM
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	<i>Dorothy Mendonca</i>	Sent: 7/3/2024 8:22:00 AM Viewed: 7/3/2024 8:26:26 AM Signed: 7/3/2024 8:26:32 AM
Signature Adoption: Pre-selected Style Using IP Address: 174.218.21.162		

Electronic Record and Signature Disclosure:
Accepted: 4/14/2023 7:24:59 AM
ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

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
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/28/2024 2:27:49 PM
Envelope Updated	Security Checked	6/28/2024 2:48:04 PM
Envelope Updated	Security Checked	6/28/2024 2:48:04 PM
Envelope Updated	Security Checked	7/1/2024 4:19:43 PM
Envelope Updated	Security Checked	7/1/2024 4:19:43 PM
Envelope Updated	Security Checked	7/1/2024 4:43:02 PM
Envelope Updated	Security Checked	7/1/2024 4:43:02 PM
Envelope Updated	Security Checked	7/2/2024 2:24:00 PM
Envelope Updated	Security Checked	7/2/2024 2:24:00 PM
Envelope Updated	Security Checked	7/2/2024 2:24:00 PM
Envelope Updated	Security Checked	7/2/2024 2:24:00 PM
Envelope Updated	Security Checked	7/2/2024 2:24:00 PM
Certified Delivered	Security Checked	7/3/2024 8:26:26 AM
Signing Complete	Security Checked	7/3/2024 8:26:32 AM
Completed	Security Checked	7/3/2024 8:26:32 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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

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 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 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.SPInfo@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:
70 Vendors

Number: 30-00000-23-00070

Amendment No.: One

Term: July 1, 2023 to June 30, 2024

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

Procurement Specialist: James Ortega

JO

Telephone No.: (505) 795-2516

Email: james.ortega@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: GENERAL CONSTRUCTION SERVICES STATE-WIDE

**This amendment is to be attached to the respective Price Agreement and become a part thereof.
(CP) 0000150396 Wilson Construction Service, Inc. item #10, corrected amount is \$95.00
(BO) 0000086491 Mevacon LLC. Item # 16, corrected amount is \$1.70.**

Also, the vendor identification numbers for any awarded vendors that were not included in the initial award have been updated in the pages that follow.

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

Natalie Martinez

Date: 10/15/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

(AA-1) 0000073450
3B Builders Inc.
1770 Hamilton Ln
Bosque Farms, NM 87069
505-553-0544
3builders@gmail.com

Payment Term: NET 30
FOB: Destination
Delivery: 30 days

(AB-1) 0000174898
ALL IN ONE EXCAVATION, LLC
PO BOX 2692
Las Vegas, NM 87701
(505) 603-9510/(505) 795-5683
ALLIN1EXCAVATION@GMAIL.COM

Payment Term: NET 30
FOB: Destination
Delivery: JOB SITE/AS REQUESTED

(AK) 0000174924
Bruce Martin Construction, LLC
27 Vista Drive
Edgewood, NM 87015
505-363-1812
bruce@brucemartinconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AN) 0000174779
Colt Builders, Inc.
5304 Raton Highway
Des Moines, New Mexico 88418
575-278-2658
lonnie@coltbuildersinc.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB Point Delivery to jobsite.

(AQ) 0000052651
Contreras Construction Corp.
P.O Box 50669
Albuquerque, NM 87181
505-503-8273
m.contreras@contrerasconstructioncorp.com

Payment Term: Net 30
FOB: Destination
Delivery: 8736 Broadway Blvd SW
Albuquerque, NM 87105

(AR) 0000174782
Eric Varela, Double E Builders
P.O. Box 234
Pecos NM 87552
505-231-8967
double.ebuildersnm@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BE) 0000163642

JGF Built LLC

2701 W. Picacho Ave Ste. 6
Las Cruces NM 88007

575-636-5135

jacob@jgfbuilt.com

Payment Term: Net 30

FOB: Destination

Delivery: As Requested

(BJ) 0000174921

L Martinez Construction LLC

P.O. Box 662

Santa Cruz, New Mexico 87567

(505) 614-6007

llmartinezconst@gmail.com

Payment Term: Net 30

FOB: Destination

Delivery: As Requested

(BM) 0000174876

Mark A. Lopez Development Inc.

1716 2nd Street

Santa Fe, NM 87505

(303) 999-9201

david@mldvets.com

Payment Term: Net 15

FOB: Destination

Delivery: 1716 2nd Street

Santa Fe, NM 87505

(BO) 0000086491

Mevacon LLC

PO Box 1200

Fair Acres, NM 88033

(575) 800-4910

arivas@meva-con.com james@meva-con.com

Payment Term: Net 21

FOB: Destination

Delivery: As Requested

(BP) 0000174881

Mountain States Structural Consultants, Inc.

7820 Enchanted Hills Blvd Ste. 217

Rio Rancho, NM 87144

505-850-2706

mountainstatesc@gmail.com

Payment Term: Net 30

FOB: Destination

Delivery: 7820 Enchanted Hills Blvd Ste. 217

Rio Rancho, NM 87144

(BQ) 0000049864

Murphy Builder's Inc.

808 S Boardman

Gallup, NM 87301

505-863-6274

rick@murphybuilders.com

Payment Term: Net 30

FOB: Destination

Delivery:

(BR) 0000142244
MVT Contracting
P.O. Box 1212
Española, New Mexico 87532-1212
505-470-0498
mvt0498@yahoo.com

Payment Term: Net 30
FOB: Destination
Delivery: Depending on job, material usually ships to jobsite if not it will come to: 808 S Boardman Gallup, NM 87301 or as required.

(CD) 0000174850
Rio Trio LLC
4131 Campana Court
Las Cruces, New Mexico 88011
575-528-8782
RioTrioNM@Gmail.com

Payment Term: Net 30 from Approved Invoice
FOB: Destination
Delivery: Delivered to/at the project

(CH) 0000175098
Simply Green Construction LLC
5764 Lizard Ln. SW
Albuquerque, NM 87121
505-319-1393
simplygreenconstruction@outlook.com

Payment Term: Net 15
FOB: Destination
Delivery: As Requested

(CI) 0000174750
Southwest Water Works, LLC.
2945 Rodeo Park Dr. East Suit 4
Santa Fe, NM 87505
505-660-8097
ewan.young70@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested or per plans and Spec's

Certificate Of Completion

Envelope Id: 440A329E66194709ADE110536AA36D71	Status: Completed
Subject: Please DocuSign: SPD SPA	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	James Ortega
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	james.ortega@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: James Ortega	Location: DocuSign
10/12/2023 10:35:19 AM	james.ortega@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Michael Saavedra		Sent: 10/12/2023 10:36:37 AM
Michael.Saavedra@gsd.nm.gov		Viewed: 10/12/2023 10:37:18 AM
New Mexico General Services		Signed: 10/12/2023 10:37:33 AM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style 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

James Ortega		Sent: 10/12/2023 10:37:34 AM
james.ortega@gsd.nm.gov		Viewed: 10/12/2023 10:38:25 AM
Security Level: Email, Account Authentication (None)		Signed: 10/12/2023 10:38:30 AM
		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:
 Accepted: 10/24/2022 4:00:52 PM
 ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Natalie Martinez		Sent: 10/12/2023 10:38:31 AM
natalie.martinez1@gsd.nm.gov		Viewed: 10/12/2023 10:39:17 AM
Deputy Director		Signed: 10/15/2023 9:00:31 PM
New Mexico General Services		Signature Adoption: Pre-selected Style Using IP Address: 172.59.0.18

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/12/2023 10:36:37 AM
Certified Delivered	Security Checked	10/12/2023 10:39:17 AM
Signing Complete	Security Checked	10/15/2023 9:00:31 PM
Completed	Security Checked	10/15/2023 9:00:31 PM

Payment Events	Status	Timestamps
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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

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 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 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.SPInfo@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.

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- 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.

SPD_SWPA_Award_004_Rev_01_0822



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor:
70 Vendors

Price Agreement Number: **30-00000-23-00070**

Payment Terms: **Net 30**

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: **James Ortega**

JO

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Invoice:
As Requested at Time of Order

Title: GENERAL CONSTRUCTION SERVICES STATE-WIDE

Term: July 1, 2023 to June 30, 2024

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 6/30/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

× This Agreement was signed on behalf of the State Purchasing Agent

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
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

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

Page-3

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 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.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

Page-4

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: <https://bewellnm.com>.

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 public 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

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

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item; Delivery shall be made as indicated on page 1. 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 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) Not in SHARE

3B Builders Inc
1770 Hamilton Ln
Bosque Farms, NM 87069
505-553-0544
3builders@gmail.com

Payment Term:
FOB: Destination
Delivery: 30 days

(AB) Not in SHARE

ALL IN ONE EXCAVATION, LLC
PO BOX 2692
Las Vegas, NM 87701
(505) 603-9510/(505) 795-5683
ALLIN1EXCAVATION@GMAIL.COM

Payment Term: NET 30
FOB: Destination
Delivery: JOB SITE/AS REQUESTED

(AC) 0000097177

APIC Solutions
5550 Midway Park PI NE
Albuquerque, NM 87109
505-345-1381
orders@apicnm.com service@apicnm.com

Payment Term: 30
FOB: Destination
Delivery: 5550 Midway Park PI NE,
Albuquerque, NM 87109

(AD) 0000053415

Advanced Environmental Solutions
2318 Roldan Dr.
Belen, NM 87002
505-450-8953
asaiz@aesnm.cm

Payment Term: Net 30 Days
FOB: Destination
Delivery: Per Contract Specs

(AE) 0000107401

All-Rite Construction, Inc.
PO Box 67904
Albuquerque, NM 87193
505-344-7663
Meshach@ritecon.com chrissy@ritecon.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB

(AF) 0000009253

Allied Electric Inc
PO Box 28430
Santa Fe, NM 87592-8430
(505) 438-8899
george@alliednm.com

Payment Term: Net 30
FOB: Destination
Delivery: as requested by owner

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(AG) 0000054601

AnchorBuilt Inc
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AH) 0000167268

Asbestos Experts, LLC
3535 Princeton Dr Suite 107
Albuquerque, NM 87107
505-377-3237
shannon@asbestosexperts.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AI) 0000046277

B&D INDUSTRIES, INC.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
newwojob@bandindustries.com

Payment Term: Net 30
FOB: F.O.B. Destination
Delivery: F.O.B. Destination

(AJ) 0000146366

Barnsley Construction, LLC
PO Box 92072
Albuquerque, NM 87199
505-856-5576
contact@barnsleyconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: 4900 Hawkins St NE
Albuquerque, NM 87109

(AK) Not in SHARE

Bruce Martin Construction, LLC
27 Vista Drive
Edgewood, NM 87015
505-363-1812
bruce@brucemartinconstruction.com

Payment Term: Net 30
FOB: F.O.B. Destination
Delivery: As Requested

(AL) 0000146367

CRM Construction LLC, Miguel Contreras
413 Burma Dr. NE
Albuquerque, New Mexico 87123
505-974-1869, 505-315-4943
miguel.crmconstruction@gmail.com

Payment Term: Net 15
FOB: Destination
Delivery: As Requested

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(AM) 0000051994
Classic Industries, Inc.
P.O. Box 434
Dona Ana, NM 88032
575-523-2053
office@classicindincnm.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested per project

(AN) Not in SHARE
Colt Builders, Inc.
5304 Raton Highway
Des Moines, New Mexico 88418
575-278-2658
lonnie@coltbuildersinc.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB Point Delivery to jobsite.

(AO) 0000138100
Consolidated Builders of NM LLC
116 Veranda Rd NW
Albuquerque, NM 87107
505-873-6139
Consolidatedbuilders@comcast.net

Payment Term: Net 30
FOB: Destination
Delivery: 116 Veranda Rd NW
Albuquerque, NM 87107

(AP) 0000046874
Conti Energy Control LLC.
6417 Center Drive
Sterling Heights, MI 48312
505-890-2888
nmpo@conticorporation.com
nmsservice@conticorporation.com

Payment Term: Net 30
FOB: Destination
Delivery: as directed

(AQ) 0000052651
Contreras Construction Corp.
P.O Box 50669
Albuquerque, NM 87181
505-503-8273
m.contreras@contrerasconstructioncorp.com

Payment Term: Net 30
FOB: Destination
Delivery: 8736 Broadway Blvd Sw
Albuquerque, NM 87105

(AR) Not in SHARE
Double E Builders
P.O. Box 234
Pecos NM 87552
505-231-8967
double.ebuildersnm@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

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(AS) 0000170503

Elite Communications & Construction, LLC
1950 Bosque Farms Blvd
Bosque Farms, NM 87068
505-295-8000
shannon@elitenm.com, gabe@elitenm.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AT) 0000049445

ESA Construction, Inc.
3435 Girard Blvd. NE
Albuquerque, NM 87107
505-884-2171 X102
spannell@esaconstruction.com

Payment Term: Net 30 days
FOB: Destination
Delivery: As required by contract/PO

(AU) 0000043596

First Mesa Construction, Inc.
8819 2nd St NW
Albuquerque NM 87114
505-843-8990
scott@firstmesa.net

Payment Term: Net 30
FOB: Destination
Delivery: As requested

(AV) 0000086357

Four Winds Mechanical HTC/AC, Inc.
8915 Adams St NE, Suite B
Albuquerque, NM 87113
505-908-0090
Lynn@4windsmechanical.com

Payment Term: Net 30
FOB: Destination
Delivery: 24 Hours

(AW) 0000049692

Franken Construction Co., INC.
1025 Douglas Avenue
Las Vegas, NM 87701
505-429-1962
brentfranken@frankenconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: Jobsite or Contractors Yard

(AX) 0000154826

Fulcrum Contracting LLC.
5400 Sanban Dr.
Las Cruces, NM 88005
575-650-9523
ron@fulcrum-contracting.com
robert@fulcrum-contracting.com

Payment Term: Net 30
FOB: Destination
Delivery: Based on the type of award options will be agreed upon by both parties.

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

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AZ) 0000141388
GME General Building
5935 Agua Fria Street
Santa Fe New Mexico 87507
(505)471-9981 or (505) 690-3563
erik@gmegeneralbuilding.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BA) 0000049140
Handiwork, Inc.
P.O. Box 16388
Albuquerque, NM 87191-6388
505-239-5575
jshuster@swcp.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB Destination/As Requested

(BB) 0000046616
Highland Enterprises, Inc
PO Box 2409,
Las Cruces, NM 88004
575-524-3551
hei@highlandnm.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BC) 0000167639
Jaypen Construction
101 B Paseo Nopal
Santa Fe, New Mexico 87507
1-505-920-0710
jeremy.jaypenconst@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BD) 0000046321
Jack B. Henderson Construction Co.
PO Box 53176
Albuquerque, NM 87153-3176
5059751465
jeichhorst@jbhenderson.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

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(BE) Not in SHARE
JGF Built LLC

2701 W. Picacho Ave Ste. 6
Las Cruces NM 88007
575-636-5135

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BF) 0000047607
Jim Sena Construction Co., Inc.
2201 Historic Route 66
Santa Rosa, NM 88435
(575) 472-3106
jsscinc@live.com

Payment Term: Net 30
FOB: Destination
Delivery: 2201 Historic Route 66
Santa Rosa, NM 88435

(BG) 0000129254
JRM Construction & Roofing Inc.
2620 VIA BERRENDA
SANTA FE, NM 87505
505-920-9768

Payment Term: NEW 30
FOB: Destination
Delivery: AS REQUESTED

JRMCONSTRUCTION65@YAHOO.COM

(BH) 0000061554
Junior Builders
2201 Historic Route 66
Santa Rosa, NM 88435
575-472-3705
juniorconstructionco@gmail.com

Payment Term: Net-30
FOB: Destination
Delivery: 2201 Historic Route 66
Santa Rosa, NM 88435

(BI) 0000148234
Kelley Oilfield Services
PO box 1270
Aztec, NM 87410
505-326-2423
Kkosi@kosinm.com

Payment Term: Net 30
FOB: Destination
Delivery: 3601 N 1st St. Suite M
Bloomfield NM, 87413

(BJ) Not in SHARE
L Martinez Construction LLC
P.O. Box 662
Santa Cruz, New Mexico 87567
(505) 614-6007
llmartinezconst@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

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(BK) 0000087051

La Mesilla Constuction, LLC
98 County Road 119
Española, NM 87532
505-927-6513

lamesillaconstruction@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BL) 0000050594

Longhorn Construction Services, Inc
9208 Lona Lane NE
Albuquerque, NM 87111
505-858-1360
lesinc@comcast.net

Payment Term: Net 30
FOB: Destination
Delivery: FOB

(BM) Not in SHARE

Mark A. Lopez Development Inc.
1716 2nd Street
Santa Fe, NM 87505
(303) 999-9201
david@mldvets.com

Payment Term: Net 15
FOB: Destination
Delivery: 1716 2nd Street
Santa Fe, NM 87505

(BN) 0000138553

Nine Degrees Construction, LLC.
101 Maguey Ct. Suite #2
Sunland Park, NM 88063
(915) 526-8739
cesarm@nine-degrees.com

Payment Term: Net 30
FOB: Destination
Delivery: Same as the remit address

(BO) 0000086491

Mevacon LLC
1207 Scoggins Ave,
Las Cruces, NM 88005
575-524-0327

arivas@meva-con.com james@meva-con.com

Payment Term: Net 21
FOB: Destination
Delivery: 1207 Scoggins Ave,
Las Cruces, NM 88005

(BP) Not in SHARE

Mountain States Structural Consultants, Inc.
7820 Enchanted Hills Blvd Ste 217
Rio Rancho, NM 87144
505-850-2706

mountainstatesc@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: 7820 Enchanted Hills Blvd Ste 217
Rio Rancho, NM 87144

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(BQ) 0000049864 (Inactive)

Murphy Builder's Inc.

808 S Boardman

Gallup, NM 87301

505-863-6274

rick@murphybuilders.com

Payment Term: Net 30
FOB: Destination
Delivery: Depending on job, material usually ships to jobsite if not it will come to: 808 S Boardman Gallup, NM 87301 or as required.

(BR) 0000142244 (Inactive)

MVT Contracting

P.O. Box 1212

Espanola, New Mexico 87532-1212

505-470-0498

mvt0498@yahoo.com

Payment Term: Net 30
FOB: Destination
Delivery: 51 Private Drive 1142
Espanola, NM 87532

(BS) 0000090738

Nieto Custom Builders, Inc.

325 Academy Dr

Corrales, NM 87048

505-270-1346

info@nietobuilders.com

Payment Term: Net 30
FOB: Destination
Delivery: As as requested

(BT) 0000140941

NorthEastern Construction Company

925 Mills Ave

Las Vegas, NM 87701

505-426-7585

necontractors@yahoo.com

Payment Term: Net 10
FOB: Destination
Delivery: 925 Mills Ave,
Las Vegas, NM 87701

(BU) 0000009419

ORCOM, a Division of Ortega Companies,
Inc.

PO Box 605

Peralta, NM 87042

505-480-5852

billy@orcominc.com rosanna@orcominc.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BV) 0000092230

Osceola Inc

1300 1st St

Albuquerque NM 87102

505-850-8863

info@oesolarm.com

Payment Term: Net 30
FOB: Destination
Delivery: 1300 1st St
Albuquerque NM 87102

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(BW) 0000075750
Paul Davis Restoration of Northern NM
12 Bisbee Ct.
Santa Fe, NM 87508
505-471-1357
analise.trujillo@pauldavis.com ;
sam.garcia@pauldavis.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BX) 0000114869
Pluma_LL
6301 4th St. Suite 1
Albuquerque, NM 87107
(505) 345-0755
Kodi@plucys.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BY) 0000116761
Prime Builders, LLC
PO Box 91480
Albuquerque, NM 87199
505-924-0455
epeterson@primebuildersnm.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested

(BZ) 0000108577
QA Engineering LLC
1409 Ortiz Drive SE
Albuquerque, NM 87108
505-250-8663
robert@qaengineering.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested.

(CA) 0000132517
R and M Construction LLC
PO Box 1026
Alcalde, NM 87511
5059272027
robert@rmconstructionnm.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested.

(CB) 0000072052
Reineke Construction LLC
PO Box 65
Watrous, NM 87753
5052706866
info@reinekeconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB SITE

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(CC) 0000168093
Rhino Roofing, Inc
2121 Osuna Rd NE
Albuquerque, NM 87113
505-242-1602

rhinoroofingjolyn@gmail.com
rhinoroofingdavid@gmail.com

Payment Term: 30 days
FOB: Destination
Delivery: 30 days

Public Works # 22720665762019

(CD) Not in SHARE
Rio Trio LLC
4131 Campana Court
Las Cruces, New Mexico 88011
575-528-8782
RioTrioNM@Gmail.com

Payment Term: Net 30 from Approved Invoice
FOB: Destination
Delivery: Deliverd to/at the project

(CE) 0000090374
Rymarc Construction, Inc.
3440 Princeton Drive NE
Albuquerque, NM 87107
Office 505-361-1869, Cell 575-781-0508
Bruce@RymarcConstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: Delivery: As Requested

Public Works # 2389320120127

(CF) 0000117370
S.T.O.P. Restoration
5620 Venice Ave NE Ste J
Albuquerque, NM 87113
505-892-3112
stoprestoration123@yahoo.com

Payment Term: Net 30
FOB: Destination
Delivery: 5620 Venice Ave NE Ste J
Albuquerque, NM 87113

(CG) 0000009789
SDV Construction, Inc.
8912 Adams St. NE
Albuquerque, NM 87113
505-883-3176
estimating@sdvconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: Destination

(CH) Not in SHARE
Simply Green Construction LLC
5764 Lizard Ln. SW
Albuquerque, NM 87121
505-319-1393
simplygreenconstruction@outlook.com

Payment Term: Net 15
FOB: Destination
Delivery: As Requested

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(CI) Not in SHARE
Southwest Water Works, LLC.
2945 Rodeo Park Dr. East Suit 4
Santa Fe, NM 87505
5056608097
ewan.young70@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested or per plans and Spec's

(CJ) 0000170501
The Aisling Company, LLC
6220 Chimayo Dr
Albuquerque, NM 87120
505-871-1000,505-220-6227
Info@aislingco.co

Payment Term: 21 days after submission
FOB: Destination
Delivery: 6220 Chimayo Dr
Albuquerque, NM 87120

(CK) 0000046339
Tresco Inc
1800 Copper Loop
Las Cruces, NM 88005
575-528-2218
gblock@trescoinc.org

Payment Term: Net 30
FOB: Destination
Delivery: Based on customer's request

(CL) 0000054166
Villalobos Builders, LLC
4711 Grand Avenue NE
Albuquerque, NM 87108
505-235-9293
villalobosbuildersllc@outlook.com

Payment Term: Net 30
FOB: Destination
Delivery:

(CM) 0000051414
WWRC, Inc
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com

Payment Term:
FOB: Destination
Delivery: As Requested

(CN) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535
chris@weilconstruction.com
c.mcmahan@weilconstruction.com

Payment Term: Net 30
FOB: As Requested
Delivery: Destination

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(CO) 0000050416
White Sands Construction Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816
catlin@whitesandsconstruction.com

Payment Term: Net 30
FOB: FOB Destination
Delivery: Destination

(CP) 0000150396
Wilson Construction Service, Inc.
123 Buckboard Trl
Nogal, NM 88341
303-242-2631
wilsonconstruction2020@gmail.com

Payment Term: Net 15
FOB: FOB Destination
Delivery: Destination

(CQ) 0000012754
Facilitybuild, Inc.
5904 Florence Ave NE
Albuquerque, NM 87113
505-828-0060
camkilecup@facilitybuild.com
rpino@facilitybuild.com

Payment Term: Net 30
FOB: FOB Destination
Delivery: As Requested

(CR) 0000070502
Mans Construction Inc.
1996 S. Valley Dr.
Las Cruces, NM 88005
575-644-5011
Ftorres@Mans-Co.com

Payment Term: Net 30
FOB: FOB Destination
Delivery: AS Requested

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Specifications:

Establish a Statewide Price Agreement for on-call general construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements and new construction services for facilities and properties throughout the state of New Mexico. This Price Agreement may be utilized by all New Mexico State Agencies, commissions, political subdivisions and local public bodies applicable by law (using agency or local public body).

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years.

New Mexico Legislation Affecting Price Agreement:

If future legislation affects any terms or conditions of the Price Agreement the Contractor and Using Agency understand and agree that the Price Agreement may be amended to comply with the legislation and New Mexico law.

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 and local public body, 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 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.

The vendor shall request from his insurer that the agency or local public body be named "Additional Insured" on an insurance certificate showing the vendor's insurance coverages.

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All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

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 (DWS), if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: <http://www.dws.state.nm.us>. The agency or local public body will request a wage rate determination from the DWS.

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 the order being issued to another vendor and the difference being charged back to the awarded Contractor(s). The cost of the bonds may be passed on to the agency or local public body.

Other:

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) or the local Authority Having Jurisdiction (AHJ). The CID will issue permits for work performed at state-owned buildings.

Escalation / Reduction Clause:

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted. No*** price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. 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. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase

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5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

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

When submitting a quote 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 quote that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors. In order to submit a bid for this invitation to bid the bidder must have an Active registration for the Public Works Act.

The 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. Failure to respond to the Using Agency's requests may be grounds for termination of this Price Agreement.

Scope of Work:

Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state.

Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors shall be "licensed Contractors" capable of providing all coordination, supervision and services required for comprehensive general building construction, renovations, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment, fixtures and furniture whether attached or not to the building. It can include site and utility work including landscaping and parking lot/ minor road/ minor bridge work. The utility work can include building power systems such as solar panels, geothermal systems, water sourcing systems, water treatment and

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waste disposal/treatment systems. It may also include demolition and abatement projects. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts. It can also include security and other low voltage installations with related controls and equipment.

Contractors shall provide all materials, labor, equipment and tools required to successfully complete the work requested. The Contractors shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Subcontractors shall have the appropriate current and valid Contractor's licenses for their work. And shall furnish proof upon request.

Furnishing of submittal data for any/all new equipment and materials as well as O&M's when either/or are required, and deemed necessary for the facility is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be performed and required for completion. This training must be acceptable to the person in charge of the facility.

Replacement mechanical/electrical/plumbing systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall, at his own cost, restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be according to current applicable State and National codes. All work shall be in strict compliance with the national and state building mechanical, plumbing, fire and electrical codes including SMACNA, and ASHRAE standards.

Safety shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with them at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the

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ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall **not** include New Mexico gross receipts tax or local option tax(es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency 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 Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement.

Request for Quote (RFQ):

Each project under this Price Agreement will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punchlist work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted quote in response to the RFQ.

There will be NO markups allowed for adding subcontractor costs and to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this statewide price agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using 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 Using Agency.

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

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements and other sources to the awarded Contractor. Specialty services provided from other Statewide Price Agreements and other sources shall be coordinated by the Contractor.

The Using Agency reserves the right to obtain quotes from multiple vendors covered under this Statewide Price Agreement and award a project to a Contractor based on the quotes.

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When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size and type of unit recommended along with any applicable efficiency data. The Using Agency's and energy standards will be discussed and taken into consideration when proposing replacement units or systems.

The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the Using Agency at no cost to the Using Agency.

Prior to commencement of any work performed the Using Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state or local correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

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

The Using Agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Price Agreement. Any employee of the Contractor found in violation of any law, while on the User Agency's property, may be prosecuted.

Change Orders:

Any change orders to the project scope will require an additional RFQ with backup materials and labor costs and shall be substantiated without a doubt there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the Using Agency. Change order abuse shall be reported to the Procurement Specialist listed on the cover page of this Price Agreement. Preventative measure shall be taken by both the contractor and the Using Agency prior to issuing the Notice to Proceed. Such measures may include: soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the RFQ, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

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Using Agency's obligations:

- Shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Shall provide periodic and/or random inspections of its projects. Using Agencies shall be responsible for providing its inspections, photography of the project's progress, and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to ensure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

Other Construction Related Terms and Conditions:

Time Considerations:

The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Price Agreement.

Mediation:

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

- A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
- C. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

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- D. If the Using Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
 - (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, the Using Agency may:
- (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or
 - (2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

Suspension, Delay or Interruption of Work:

The Using Agency may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the Using Agency may determine.. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized.

Time Extension Costs:

Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work: If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation.

Direct Site Overhead Expenses:

The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary/toilet facilities, etc. for each day added.

"Per Diem Rate" means lodging, meals, and incidentals (excluding taxes).

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

- A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.

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- B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
- C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
- D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:

- A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.
- B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

- A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.
- B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.
- C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.
- D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:
 - 1. report date and who prepared the report;
 - 2. weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
 - 3. companies present by name and their number of workers, work location, total man hours that day for each company;
 - 4. equipment - type, source, units of work done, location of work, hour meter reading;
 - 5. material brought to site - description, units, quantity, quality, location, time;
 - 6. visitors to site - name, company, time;
 - 7. safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome; and,

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8. quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

- a. Work associated with Punch List(s);
- b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
- c. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
- d. as-Built drawings delivered in AutoCAD or electronic format;
- e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
- f. delivery of all warranties required by the Work;
- g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
- h. completed Operations Liability insurance policy certificate, if applicable;
- i. training of staff on all applicable building systems;
- j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
- k. utility transfer to User/Using Agency;
- l. Operations and Maintenance Manuals;
- m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the User Agency warranties of replaced roofs and equipment offered by the manufacturer.

Payment Provisions:

Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

All payments under this Agreement are subject to the following provisions:

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.

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- B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.
- C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

BID INFORMATION:

Hourly rates are requested for the three (3) levels of personnel. **All items for pricing must be filled in.** If one of the personnel listed is not relevant to your company, fill in a rate for a comparable employee that is on staff or could be on staff at a future time. For example, if the Superintendent also functions as the Journeyman or Experienced worker or vice versa, enter his rate for both items. Any blank items will cause a possible rejection of the bid for non-compliance.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

Materials and Parts:

Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted, with the User Agency's approval.

Mileage and Per Diem: The work to be performed may be throughout the state. The Contractor's cost to perform the work may include any applicable per diem. **Enter an amount even if it appears that none will be needed.**

Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then one hundred (100) miles will be subtracted in order to compute the allowable daily trip mileage for each project.

Hours Worked:

Regular Hours: Monday through Friday and 8 am through 5 pm.

After Hours: All hours not within the days and times listed for "Regular Hours".

Holidays: Holidays will be considered "After Hours" and paid at "After Hours" rates.

The State of New Mexico reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for ALL items starting from item 001 through item 013 and 015 in order to allow

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for accurate comparisons. If a Bidder fails to include one or more of those items, his Bid may be rejected.

Bids for these services are requested on a statewide basis. The intent in the bid tabulation is to add up all of the items from item 001 through item 013 and 015 in order to determine the low bidders.

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	Item	UOM	Description	(AA) 3B Builders Inc	(AB) All In One Excavatio n, LLC	(AC) APIC Solutions, Inc.	(AD) Advanced Environme ntal Solutions	(AE) All-Rite Construction , Inc.	(AF) Allied Electric Inc.
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$40.00	\$50.00	\$50.00	\$75.00	\$85.00	\$110.00
	2	Hour	Superintendent, after hours	\$50.00	\$75.00	\$50.00	\$85.00	\$85.00	\$130.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$40.00	\$45.00	\$100.00	\$70.00	\$85.00	\$105.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$50.00	\$69.00	\$100.00	\$75.00	\$85.00	\$125.00
	5	Hour	Laborer, regular hours worked.	\$13.00	\$31.00	\$25.00	\$65.00	\$75.00	\$65.00
	6	Hour	Laborer, after hours worked	\$16.50	\$48.00	\$25.00	\$70.00	\$75.00	\$75.00
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$50.00	\$50.00	\$50.00	\$80.00	\$85.00	\$130.00
	8	Hour	Superintendent, after hours	\$75.00	\$75.00	\$50.00	\$95.00	\$85.00	\$150.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$50.00	\$45.00	\$125.00	\$75.00	\$85.00	\$125.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$65.00	\$69.00	\$125.00	\$80.00	\$85.00	\$145.00
	11	Hour	Laborer, regular hours worked	\$27.78	\$33.00	\$25.00	\$70.00	\$75.00	\$75.00
	12	Hour	Laborer, after hours worked	\$41.67	\$48.00	\$25.00	\$75.00	\$75.00	\$85.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$150.00	\$75.00	\$75.00	\$65.00	\$200.00	\$165.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$250.00	\$150.00	\$175.00	\$125.00	\$125.00	\$145.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$0.70	\$0.80	\$2.00	\$1.25	\$0.65	\$2.50

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	Item	UOM	Description	(AG) Anchor Built Inc	(AH) Asbestos Experts, LLC	(AI) B&D INDUSTRI ES, INC.	(AJ) Barnsley Constructi on, LLC	(AK) Bruce Martin Construction , LLC	(AL) CRM Constructi on LLC
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$73.70	\$47.24	\$100.00	\$70.00	\$72.00	\$70.00
	2	Hour	Superintendent, after hours	\$73.70	\$70.86	\$115.00	\$105.00	\$91.50	\$75.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$60.50	\$66.83	\$88.00	\$50.00	\$61.84	\$84.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$70.40	\$100.25	\$110.00	\$75.00	\$85.05	\$88.00
	5	Hour	Laborer, regular hours worked.	\$49.50	\$26.68	\$70.00	\$40.00	\$46.00	\$65.00
	6	Hour	Laborer, after hours worked	\$58.30	\$40.02	\$90.00	\$60.00	\$58.00	\$72.00
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$73.70	\$47.24	\$100.00	\$70.00	\$79.00	\$70.00
	8	Hour	Superintendent, after hours	\$73.70	\$70.86	\$115.00	\$105.00	\$93.00	\$75.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$70.50	\$66.83	\$88.00	\$50.00	\$65.00	\$90.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$78.50	\$100.25	\$110.00	\$75.00	\$87.25	\$95.00
	11	Hour	Laborer, regular hours worked	\$57.00	\$26.68	\$70.00	\$40.00	\$42.50	\$65.00
	12	Hour	Laborer, after hours worked	\$60.00	\$40.02	\$90.00	\$60.00	\$60.70	\$70.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$90.00	\$55.93	\$88.00	\$70.00	\$115.00	\$120.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	\$0.00	0.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$180.00	\$35.00	\$156.00	\$200.00	\$150.00	\$135.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$1.25	\$0.66	\$0.62	\$75.00	\$1.00	\$1.20

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	Item	UOM	Description	(AM) Classic Industrie s, Inc.	(AN) Colt Builders, Inc.	(AO) Consolida ted Builders of NM LLC	(AP) Conti Energy Control LLC.	(AQ) Contreras Construction Corp.	(AR) Double E Builders
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$82.30	\$70.79	\$90.00	\$104.50	\$62.00	\$78.00
	2	Hour	Superintendent, after hours	\$118.37	\$70.79	\$95.00	\$156.75	\$82.00	\$98.50
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$78.41	\$62.29	\$90.00	\$99.75	\$48.00	\$56.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$111.07	\$93.44	\$95.00	\$149.65	\$78.00	\$72.50
	5	Hour	Laborer, regular hours worked.	\$50.21	\$45.73	\$40.00	\$62.70	\$42.00	\$37.50
	6	Hour	Laborer, after hours worked	\$70.22	\$68.59	\$55.00	\$94.05	\$72.00	\$45.00
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$82.30	\$70.79	\$90.00	\$104.50	\$72.00	\$78.00
	8	Hour	Superintendent, after hours	\$118.37	\$70.79	\$95.00	\$156.75	\$85.00	\$98.50
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$78.41	\$62.29	\$90.00	\$99.75	\$56.00	\$56.50
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$111.07	\$93.44	\$95.00	\$149.65	\$89.60	\$72.50
	11	Hour	Laborer, regular hours worked	\$50.21	\$45.73	\$50.00	\$62.70	\$48.00	\$45.00
	12	Hour	Laborer, after hours worked	\$70.22	\$68.59	\$65.00	\$94.05	\$78.00	\$55.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$86.21	\$90.98	\$135.00	\$109.25	\$82.00	\$150.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	2.0%	\$0.00	\$0.02	\$0.00
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$175.00	\$117.61	\$185.00	\$135.00	\$118.00	\$175.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$1.26	\$1.25	\$0.655	\$0.63	\$0.88	\$1.00

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			(AS) Elite Communi- cations & Construc- tion, LLC	(AT) ESA Construc- tion, Inc.	(AU) First Mesa Construct- ion, Inc.	(AV) Four Winds Mechanical HTC/AC, Inc.	(AW) Franken- Construction Co., Inc.	(AX) Fulcrum Contractin- g LLC.	
	Item	UOM	Description						
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$72.24	\$180.00	\$101.50	\$175.00	\$51.72	\$100.00
	2	Hour	Superintendent, after hours	\$84.00	\$200.00	\$152.25	\$250.00	\$77.58	\$150.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$58.24	\$140.00	\$101.50	\$150.00	\$48.53	\$125.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$73.36	\$155.00	\$152.25	\$200.00	\$72.80	\$135.00
	5	Hour	Laborer, regular hours worked.	\$39.50	\$100.00	\$76.80	\$100.00	\$33.81	\$80.00
	6	Hour	Laborer, after hours worked	\$54.78	\$110.00	\$115.20	\$150.00	\$50.72	\$110.00
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$73.36	\$180.00	\$99.00	\$200.00	\$51.72	\$135.00
	8	Hour	Superintendent, after hours	\$87.09	\$200.00	\$148.50	\$275.00	\$77.58	\$150.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$67.20	\$140.00	\$99.00	\$175.00	\$48.53	\$125.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$81.56	\$155.00	\$148.50	\$250.00	\$72.80	\$135.00
	11	Hour	Laborer, regular hours worked	\$46.48	\$100.00	\$74.80	\$120.00	\$33.81	\$85.00
	12	Hour	Laborer, after hours worked	\$57.12	\$110.00	\$112.20	\$175.00	\$50.72	\$110.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$84.00	\$100.00	\$106.51	\$ 200	\$51.72	\$100.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	\$0.00	\$0.00	0.0%	0.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$130.00	\$200.00	\$195.00	\$250.00	\$55.00	\$157.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$0.65	\$2.00	\$1.55	\$3.50	\$1.50	\$65.00

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			(AY) GM Emulsion , LLC	(AZ) GME General Building	(BA) Handiwor k, Inc.	(BB) Highland Enterprises , Inc	(BC) Jaypen Construction _LLC	(BD) J.B. Henders on Constructi on Company Inc.	
	Item	UOM	Description						
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$150.00	\$150.00	\$78.00	\$80.00	\$100.00	\$105.02
	2	Hour	Superintendent, after hours	\$225.00	\$205.00	\$80.00	\$120.00	\$125.00	\$139.06
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$150.00	\$125.00	\$48.00	\$77.00	\$85.00	\$96.68
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$225.00	\$150.00	\$50.00	\$115.00	\$110.00	\$126.81
	5	Hour	Laborer, regular hours worked.	\$75.00	\$100.00	\$32.00	\$69.00	\$55.00	\$55.31
	6	Hour	Laborer, after hours worked	\$82.50	\$125.00	\$34.00	\$103.00	\$75.00	\$74.26
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$150.00	\$150.00	\$82.00	\$80.00	\$105.00	\$105.02
	8	Hour	Superintendent, after hours	\$225.00	\$205.00	\$84.00	\$120.00	\$130.00	\$139.06
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$150.00	\$125.00	\$58.00	\$77.00	\$90.00	\$96.68
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$225.00	\$150.00	\$60.00	\$115.00	\$120.00	\$126.81
	11	Hour	Laborer, regular hours worked	\$75.00	\$100.00	\$42.00	\$69.00	\$60.00	\$55.31
	12	Hour	Laborer, after hours worked	\$82.50	\$125.00	\$44.00	\$103.00	\$80.00	\$74.26
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$250.00	\$250.00	\$80.00	\$125.00	\$150.00	\$97.24
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$150.00	\$185.00	\$135.00	\$175.00	\$175.00	\$150.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$150.00	\$10.00	\$1.25	\$6.00	\$2.00	\$2.00

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	Item	UOM	Description	(BE) JGF Built LLC	(BF) Jim Sena Construc tion Co., Inc.	(BG) JRM Construct ion and Roofing	(BH) Junior Builders	(BI) Kelley Oilfield Services	(BJ) L Martinez Constructi on LLC
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$80.00	\$85.00	\$140.00	\$90.00	\$80.00	\$65.00
	2	Hour	Superintendent, after hours	\$110.00	\$100.00	\$140.00	\$105.00	\$120.00	\$90.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$74.00	\$85.00	\$125.00	\$90.00	\$40.00	\$52.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$104.00	\$100.00	\$125.00	\$105.00	\$60.00	\$65.00
	5	Hour	Laborer, regular hours worked.	\$47.00	\$55.00	\$95.00	\$60.00	\$32.00	\$45.00
	6	Hour	Laborer, after hours worked	\$62.00	\$65.00	\$95.00	\$70.00	\$48.00	\$55.00
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$80.00	\$85.00	\$140.00	\$90.00	\$100.00	\$75.00
	8	Hour	Superintendent, after hours	\$110.00	\$100.00	\$140.00	\$105.00	\$150.00	\$100.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$74.00	\$85.00	\$125.00	\$95.00	\$40.00	\$62.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$104.00	\$100.00	\$125.00	\$110.00	\$60.00	\$75.00
	11	Hour	Laborer, regular hours worked	\$47.00	\$55.00	\$95.00	\$65.00	\$32.00	\$55.00
	12	Hour	Laborer, after hours worked	\$62.00	\$65.00	\$95.00	\$75.00	\$48.00	\$65.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$80.00	\$95.00	\$140.00	\$90.00	\$90.00	\$175.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$280.00	\$150.00	\$165.00	\$145.00	\$175.00	\$185.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$0.72	\$1.00	\$3.00	\$0.95	\$1.00	\$10.00

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				(BK) La Mesilla Constucti on, LLC	(BL) Longhor n Construc tion Services, Inc	(BM) Mark A. Lopez Developm ent Inc.	(BN) Nine Degrees Constructi on, LLC.	(BO) Mevacon LLC	(BP) Mountain States Structural Consultan ts, Inc.
	Item	UOM	Description						
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$50.00	\$107.00	\$75.00	\$75.00	\$86.00	\$47.00
	2	Hour	Superintendent, after hours	\$75.00	\$115.00	\$100.00	\$85.00	\$116.00	\$70.50
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$40.00	\$85.00	\$60.00	\$70.00	\$72.00	\$26.70
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$60.00	\$89.00	\$75.00	\$90.00	\$93.00	\$40.00
	5	Hour	Laborer, regular hours worked.	\$30.00	\$64.00	\$45.00	\$55.00	\$55.00	\$16.50
	6	Hour	Laborer, after hours worked	\$45.00	\$69.00	\$57.00	\$65.00	\$68.00	\$24.60
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$60.00	\$107.00	\$88.00	\$70.00	\$86.00	\$61.00
	8	Hour	Superintendent, after hours	\$90.00	\$115.00	\$113.00	\$80.00	\$116.00	\$91.60
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$50.00	\$89.00	\$70.00	\$70.00	\$72.00	\$34.70
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$75.00	\$95.00	\$85.00	\$90.00	\$93.00	\$50.40
	11	Hour	Laborer, regular hours worked	\$40.00	\$69.00	\$50.00	\$55.00	\$55.00	\$21.45
	12	Hour	Laborer, after hours worked	\$60.00	\$75.00	\$62.00	\$65.00	\$68.00	\$32.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$120.00	\$107.00	\$100.00	\$75.00	\$100.00	\$31.80
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	0.0%	0.0%	0.0%	3.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$200.00	\$245.00	\$150.00	\$120.00	\$204.00	\$142.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$0.60	\$1.25	\$4.65	\$0.65	\$170.00	\$0.45

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	Item	UOM	Description	(BQ) Murphy Builder's Inc.	(BR) MVT Contracti ng, LLC	(BS) Nieto Custom Builders, Inc.	(BT) NorthEaste rn Constructi on Company	(BU) ORCOM, a Division of Ortega Companies, Inc.	(BV) Osceola Inc
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$200.00	\$37.05	\$235.50	\$42.00	\$ 82.00	\$100.00
	2	Hour	Superintendent, after hours	\$250.00	\$52.58	\$384.10	\$50.40	\$ 123.00	\$125.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$180.00	\$31.18	\$217.10	\$31.20	\$ 67.00	\$90.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$230.00	\$43.78	\$334.00	\$38.40	\$ 100.50	\$110.00
	5	Hour	Laborer, regular hours worked.	\$160.00	\$28.43	\$183.70	\$21.60	\$ 35.00	\$70.00
	6	Hour	Laborer, after hours worked	\$210.00	\$39.63	\$283.90	\$24.00	\$ 52.50	\$80.00
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$200.00	\$61.48	\$283.90	\$50.75	\$ 82.00	\$120.00
	8	Hour	Superintendent, after hours	\$250.00	\$89.21	\$450.90	\$60.90	\$ 123.00	\$150.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$180.00	\$54.33	\$250.50	\$31.03	\$ 67.00	\$110.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$230.00	\$78.50	\$377.42	\$46.40	\$ 100.50	\$130.00
	11	Hour	Laborer, regular hours worked	\$160.00	\$32.78	\$217.10	\$26.10	\$ 35.00	\$75.00
	12	Hour	Laborer, after hours worked	\$210.00	\$46.17	\$350.70	\$29.00	\$ 52.50	\$90.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$280.00	\$91.00	\$175.00	\$63.25	\$120.00	\$105.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	1.0%	0.0%	0.0%	5.0%	5.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$100.00	\$160.00	\$225.00	\$120.75	\$120.00	\$200.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$3.00	\$0.70	\$0.950	\$0.650	\$0.70	\$1.20

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				(BW) Paul Davis Restorati on of Northern NM	(BX) Pluma, LLC	(BY) Prime Builders, LLC	(BZ) QA Engineerin g LLC	(CA) R and M Construction LLC	(CB) Reineke Constructi on LLC
	Item	UOM	Description						
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$60.00	\$80.40	\$72.50	\$65.28	\$85.00	\$110.00
	2	Hour	Superintendent, after hours	\$85.00	\$120.61	\$83.37	\$81.55	\$95.00	\$185.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$58.00	\$112.83	\$67.50	\$65.66	\$80.00	\$85.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$75.00	\$169.24	\$77.63	\$95.67	\$95.00	\$140.00
	5	Hour	Laborer, regular hours worked.	\$40.00	\$59.74	\$41.50	\$32.61	\$65.00	\$60.00
	6	Hour	Laborer, after hours worked	\$55.00	\$89.60	\$51.73	\$47.79	\$80.00	\$100.00
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$60.00	\$80.40	\$83.37	\$65.28	\$85.00	\$110.00
	8	Hour	Superintendent, after hours	\$85.00	\$120.61	\$95.88	\$81.55	\$100.00	\$185.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$58.00	\$157.77	\$77.63	\$66.27	\$85.00	\$85.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$75.00	\$236.66	\$89.27	\$96.55	\$100.00	\$140.00
	11	Hour	Laborer, regular hours worked	\$40.00	\$74.14	\$51.73	\$32.89	\$75.00	\$60.00
	12	Hour	Laborer, after hours worked	\$55.00	\$112.12	\$59.49	\$48.23	\$90.00	\$100.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$100.00	\$80.40	\$85.00	\$101.37	\$85.00	\$200.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$120.00	\$184.75	\$155.00	\$163.50	\$120.00	\$208.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$1.55	\$0.66	\$0.65	\$0.64	\$0.66	\$2.00

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	Item	UOM	Description	(CC) Rhino Roofing, Inc	(CD) Rio Trio LLC	(CE) Rymarc Construct ion, Inc.	(CF) S.T.O.P. Restoration	(CG) SDV Construction , Inc.	(CH) Simply Green Constructi on LLC
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$36.30	\$112.05	\$42.00	\$67.87	\$70.33	\$60.00
	2	Hour	Superintendent, after hours	\$54.45	\$168.08	\$63.00	\$101.95	\$77.86	\$70.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$36.30	\$87.75	\$33.00	\$56.96	\$62.54	\$70.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$54.45	\$131.63	\$50.00	\$85.53	\$72.55	\$80.00
	5	Hour	Laborer, regular hours worked.	\$15.99	\$57.38	\$24.00	\$46.73	\$54.80	\$60.00
	6	Hour	Laborer, after hours worked	\$23.99	\$86.06	\$36.00	\$70.12	\$74.30	\$65.00
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$36.30	\$114.75	\$50.00	\$75.63	\$92.36	\$60.00
	8	Hour	Superintendent, after hours	\$54.45	\$172.13	\$76.00	\$101.95	\$138.54	\$70.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$36.30	\$114.75	\$49.00	\$56.96	\$75.42	\$85.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$54.45	\$172.13	\$73.00	\$85.53	\$116.35	\$95.00
	11	Hour	Laborer, regular hours worked	\$15.99	\$74.25	\$33.00	\$46.73	\$57.78	\$65.00
	12	Hour	Laborer, after hours worked	\$23.99	\$111.38	\$50.00	\$70.12	\$86.75	\$75.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$50.00	\$125.00	\$57.00	\$60.28	\$98.86	\$80.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	1.0%	0.0%	0.0%	10.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$190.00	\$195.00	\$160.00	\$130.00	\$203.71	\$120.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$0.66	\$0.45	\$0.65	\$0.66	\$0.74	\$1.05

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	Item	UOM	Description	(CI) Southwest Water Works, LLC.	(CJ) The Aisling Company , LLC	(CK) Tresco Inc	(CL) Villalobos Builders, LLC	(CM) WWRC, Inc.	(CN) Weil Constructi on, Inc.
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$75.00	\$165.00	\$98.80	\$79.78	\$92.00	\$75.00
	2	Hour	Superintendent, after hours	\$100.00	\$225.00	\$98.80	\$119.67	\$115.00	\$75.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$140.00	\$145.00	\$110.00	\$70.88	\$80.00	\$60.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$200.00	\$205.00	\$110.00	\$106.32	\$90.00	\$90.00
	5	Hour	Laborer, regular hours worked.	\$55.00	\$105.00	\$77.63	\$34.42	\$65.00	\$45.00
	6	Hour	Laborer, after hours worked	\$60.00	\$125.00	\$77.63	\$51.63	\$75.00	\$67.50
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$95.00	\$165.00	\$98.80	\$79.78	\$120.00	\$75.00
	8	Hour	Superintendent, after hours	\$155.00	\$225.00	\$98.80	\$119.67	\$145.00	\$75.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$160.00	\$145.00	\$110.00	\$70.88	\$97.00	\$60.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$225.00	\$205.00	\$110.00	\$106.32	\$115.00	\$90.00
	11	Hour	Laborer, regular hours worked	\$60.00	\$105.00	\$77.63	\$34.42	\$80.00	\$45.00
	12	Hour	Laborer, after hours worked	\$65.00	\$125.00	\$77.63	\$51.63	\$100.00	\$67.50
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$175.00	\$445.00	\$98.80	\$85.10	\$135.00	\$85.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$150.00	\$245.00	\$250.00	\$135.00	\$175.00	\$115.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$0.63	\$3.75	\$0.65	\$0.66	\$1.75	\$0.66

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	Item	UOM	Description	(CO) White Sands Construc tion, Inc.	(CP) Wilson Construc tion Serices, LLC	(CQ) Facility Build, Inc	(CR) Mans Constructi on Inc
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$100.00	\$93.00	\$110.39	\$69.49
	2	Hour	Superintendent, after hours	\$120.00	\$103.00	\$137.85	\$94.24
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$60.00	\$83.00	\$104.39	\$64.29
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$85.00	\$95.00	\$131.85	\$94.38
	5	Hour	Laborer, regular hours worked.	\$45.00	\$58.00	\$72.99	\$46.63
	6	Hour	Laborer, after hours worked	\$60.00	\$65.00	\$95.74	\$64.34
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$100.00	\$93.00	\$135.08	\$69.49
	8	Hour	Superintendent, after hours	\$120.00	\$103.00	\$172.38	\$94.24
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$60.00	\$83.00	\$128.08	\$64.29
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$85.00	\$9.00	\$166.38	\$94.38
	11	Hour	Laborer, regular hours worked	\$45.00	\$58.00	\$95.45	\$46.63
	12	Hour	Laborer, after hours worked	\$60.00	\$65.00	\$125.26	\$64.34
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$110.00	\$94.00	\$275.00	\$95.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$150.00	\$185.00	\$250.00	\$250.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$0.57	\$4.50	\$0.65	\$0.65

*** 16 Items Total ***

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Physical address used to determine Travel Charges			
AA	Company Name:3B Builders, Inc. Physical Address :1770 Hamilton Ln City/State/Zip:: Bosque Farms, NM 87068		AO Company Name: Consolidated Builders of NM LLC Physical Address : 116 Veranda RD NW City/State/Zip: Albuquerque, NM 87101
AB	Company Name: ALL IN ONE EXCAVATION, LLC Physical Address :2219 R NEW MEXICO AVE City/State/Zip:: LAS VEGAS, NM 87701		AP Company Name: Conti Energy Control Physical Address : 2600 The American Road, SE City/State/Zip: Rio Rancho, NM 87124
AC	Company Name: APIC Solutions Physical Address : 5550 Midway Park Pl NE City/State/Zip:: Albuquerque, NM 87109		AQ Company Name: Contreras Construction Corp. Physical Address : 127 General Somervell St NE City/State/Zip: Albuquerque, NM 87123
AD	Company Name: Advanced Environmental Solutions, Inc. Physical Address : 2318 Roldan Dr. City/State/Zip: Belen, New Mexico 87002		AR Company Name: Double E Builders Physical Address : P.O. Box 234 City/State/Zip: Pecos, NM 87552
AE	Company Name: RITECON (Alright-Construction Inc.) Physical Address: 539 Oliver Ross Dr. NW City/State/Zip: Albuquerque, NM, 87121		AS Company Name: Elite Communications & Construction Physical Address : 1950 Bosque Farms Blvd City/State/Zip: Bosque Farms, NM 87068
AF	Company Name: Allied Electric Inc. Physical Address: 2859 Cerrillos Road City/State/Zip: Santa Fe, New Mexico 87507		AT Company Name: ESA Construction, Inc. Physical Address : 3435 Girard Blvd. NE City/State/Zip: Albuquerque, NM 87107
AG	Company Name: AnchorBuilt Inc. Physical Address: 104 Sin Nombre Ct. NE City/State/Zip: Albuquerque, NM 87116		AU Company Name: First Mesa Construction, Inc. Physical Address : 8819 2nd St NW City/State/Zip: Albuquerque, NM 87114
AH	Company Name: Asbestos Experts, LLC Physical Address: 3535 Princeton Dr Suite 107 City/State/Zip: Albuquerque, NM 87107		AV Company Name: Four Winds Mechanical HTC/AC Physical Address : 8915 Adams St NE City/State/Zip: Albuquerque, NM 87113
AI	Company Name: B&D Industries, Inc. Physical Address : 9720 Bell Avenue SE City/State/Zip: Albuquerque, New Mexico 87123		AW Company Name: Franken Construction Co., INC. Physical Address : 1025 Douglas Ave. City/State/Zip: Las Vegas, NM 87701
AJ	Company Name: Barnsley Construction, LLC Physical Address : 4900 Hawkins St NE City/State/Zip: Albuquerque, NM 87109		AX Company Name: Fulcrum Contracting LLC. Physical Address : 5400 Sanban Dr. City/State/Zip: Las Cruces, NM 88005
AK	Company Name: Bruce Martin Construction, LLC Physical Address : 27 Vista Drive City/State/Zip: Edgewood, NM 87015		AY Company Name: GM Emulsion, LLC Physical Address : 5935 Agua Fria Street City/State/Zip: Santa Fe, NM 87507
AL	Company Name: CRM Construction LLC Physical Address : 413 Burma Dr. NE City/State/Zip: Albuquerque NM 87123		AZ Company Name: GME General Building Physical Address : 5935 Agua Fria Street City/State/Zip: Santa Fe, NM 87507
AM	Company Name: Classic Industries, Inc. Physical Address : 921 Bleimeyer Rd. City/State/Zip: Las Cruces, NM 88007		BA Company Name: Handiwork, Inc. Physical Address : 9825 Mary Ellen Place NE City/State/Zip: Albuquerque, NM 8711
AN	Company Name: Colt Builders, Inc. Physical Address : 5304 Raton Highway City/State/Zip: DesMoines, NM 88418		BB Company Name: Highland Enterprises, Inc Physical Address : 645 S. Compress Rd. City/State/Zip: Las Cruces, NM 88005
AO	Company Name: Consolidated Builders of NM LLC Physical Address : 116 Veranda RD NW City/State/Zip: Albuquerque, NM 87101		BC Company Name: Jaypen Construction LLC Physical Address : 101 B Paseo Nopal City/State/Zip: Santa Fe, NM 87507

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Physical address used to determine Travel Charges			
BD	Company Name: J. B. Henderson Construction Co. Physical Address : 10100 Trumbull Ave SE City/State/Zip: Albuquerque, NM 87123	BS	Company Name: Nieto Custom Builders, Inc. Physical Address : 325 Academy Dr City/State/Zip: Corrales , NM 87048
BE	Company Name: JGF Built LLC Physical Address : 2701 Picacho Ave. Ste. 6 City/State/Zip: Las Cruces, NM 88007	BT	Company Name: NorthEastern Construction Co. Physical Address : 925 Mills Ave City/State/Zip: Las Vegas, NM 87701
BF	Company Name: Jim Sena Construction Co., Inc. Physical Address : 2201 Historic Route 66 City/State/Zip: Santa Rosa, NM 88435	BU	Company Name: ORCOM, a Division of Ortega Co. Physical Address : 2206 Sun Ranch Village Loop City/State/Zip: Los Lunas, NM
BG	Company Name: JRM Construction & Roofing Physical Address : 2620 VIA BERRENDIA City/State/Zip: Santa Fe, NM 87505	BV	Company Name: Osceola Inc Physical Address : 1300 1st St City/State/Zip: Albuquerque, NM 87102
BH	Company Name: Junior Builders Physical Address : 2201 Historic Route 66 City/State/Zip: Santa Rosa, NM 88435	BW	Company Name: Paul Davis Restoration of Northern NM Physical Address : 12 Bisbee Ct. City/State/Zip: Santa Fe, NM 87508
BI	Company Name: Kelley Oilfield Services Physical Address : 3601 N 1st St. Suite M City/State/Zip: Bloomfield NM, 87413	BX	Company Name: Pluma, LLC Physical Address : 6301 4th Street NM, Suite 1 City/State/Zip: Albuquerque, NM 87107
BJ	Company Name: L Martinez Construction LLC Physical Address : City/State/Zip: Santa Cruz, New Mexico 87567	BY	Company Name: Prime Builders, LLC Physical Address : 8516 Calle Alameda NE City/State/Zip: Albuquerque, NM 87113
BK	Company Name: La Mesilla Constuction, LLC Physical Address : 98 County Road 119 City/State/Zip: Espanola, NM 87532	BZ	Company Name: QA Engineering LLC Physical Address : 1409 Ortiz Drive SE City/State/Zip: Albuquerque, NM 87108
BL	Company Name: Longhorn Construction Services Physical Address : 9208 Lona Lane City/State/Zip: Albuquerque, NM 87111	CA	Company Name: R and M Construction LLC Physical Address : 609 Baker Lane City/State/Zip: Alcalde, NM 87511
BM	Company Name: Mark A. Lopez Development Inc. Physical Address : 1716 2nd Street City/State/Zip: Santa Fe, NM 87505	CB	Company Name: Reineke Construction LLC Physical Address : 153 Marshall Rd (PO BOX 65) City/State/Zip: Watrous, NM 87753
BN	Company Name: Nine Degrees Construction, LLC. Physical Address : 101 Maguey Ct. Suite # 2 City/State/Zip: Sunland Park, NM 88063	CC	Company Name: Rhino Roofing, Inc Physical Address : 2121 Osuna Rd NE City/State/Zip: Albuquerque, NM 87113
BO	Company Name: Mevacon LLC Physical Address : 1207 Scoggins Ave. City/State/Zip: Las Cruces, NM 88005	CD	Company Name: Rio Trio LLC Physical Address : 4131 Campana Ct City/State/Zip: Las Cruces, NM 88012
BP	Company Name: Mountain States Structural Consultants Physical Address : 7820 Enchanted Hills Blvd Ste #217 City/State/Zip: Rio Rancho, NM 87144	CE	Company Name: Rymarc Construction, Inc. Physical Address : 3440 Princeton Dr. NE City/State/Zip: Albuquerque, NM 87107
BQ	Company Name: Murphy Builder's Inc. Physical Address : 808 S Boardman City/State/Zip: Gallup, NM 87301	CF	Company Name: S.T.O.P. Restoration Physical Address : 5620 Venice Ave NE Ste J City/State/Zip: Albuquerque, NM 87113
BR	Company Name: MVT Contracting, LLC Physical Address : 51 Private Dr 1142 City/State/Zip: Espanola, NM 87532	CG	Company Name: SDV Construction, Inc. Physical Address : 8912 Adams St. NE City/State/Zip: Albuquerque, NM 87113

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 Statewide Price Agreement # 30-00000-23-00070

Physical address used to determine Travel Charges	
CH	Company Name: Simply Green Construction LLC Physical Address : 5764 Lizard Ln. SW City/State/Zip: Albuquerque, NM 87121
CI	Company Name: Southwest Water Works Physical Address: 2945 Rodeo Park Dr. E Unit 4 City/State/Zip: Santa Fe, NM 87505
CJ	Company Name: Aisling Company, LLC Physical Address : 2327 State Road 1 City/State/Zip: Socorro, NM 87801
CK	Company Name: Tresco Inc Physical Address : 1800 Copper Loop City/State/Zip: Las Cruces, NM 88005
CL	Company Name: Villalobos Builders, LLC Physical Address : 4711 Grand Avenue NE City/State/Zip: Albuquerque, NM 87108
CM	Company Name: WWRC, Inc Physical Address : 1716 W. 7th City/State/Zip: Clovis, NM 88101
CN	Company Name: Weil Construction, Inc. Physical Address : 3344 Princeton Dr. NE City/State/Zip: Albuquerque, NM 87107
CO	Company Name: White Sands Construction Inc. Physical Address : 1700 10th Street City/State/Zip: Alamogordo, NM 88310
CP	Company Name: Wilson Construction Service Physical Address : 123 Buckboard Trl City/State/Zip: Nogal, NM 88341
CQ	Company Name: Facilitybuild, Inc. Physical Address : 5904 Florence Ave NE City/State/Zip: Albuquerque, NM 87113
CR	Company Name: Mans Construction Inc. Physical Address : 1996 S. Valley Dr. City/State/Zip: Las Cruces, NM 88005

Certificate Of Completion

Envelope Id: 08155BB7B8D54532A8FC8DB8C864AF74	Status: Completed
Subject: GSD/SPD Procurement#: 30-00000-23-00070	
Source Envelope:	
Document Pages: 44	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	James Ortega
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	james.ortega@gsd.nm.gov
	IP Address: 164.64.63.2

Record Tracking

Status: Original	Holder: James Ortega	Location: DocuSign
6/30/2023 1:15:21 PM	james.ortega@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Michael Saavedra	<i>MS</i>	Sent: 6/30/2023 1:18:39 PM
Michael.Saavedra@gsd.nm.gov		Viewed: 6/30/2023 1:19:11 PM
New Mexico General Services		Signed: 6/30/2023 1:19:21 PM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 67.131.78.33

Electronic Record and Signature Disclosure:
 Accepted: 6/4/2020 11:04:51 AM
 ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

James Ortega	<i>JO</i>	Sent: 6/30/2023 1:19:23 PM
james.ortega@gsd.nm.gov		Viewed: 6/30/2023 1:36:51 PM
Security Level: Email, Account Authentication (None)		Signed: 6/30/2023 1:36:58 PM
		Signature Adoption: Pre-selected Style Using IP Address: 67.131.78.31

Electronic Record and Signature Disclosure:
 Accepted: 10/24/2022 4:00:52 PM
 ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Valerie Paulk	<i>Valerie Paulk</i>	Sent: 6/30/2023 1:37:01 PM
valerie.paulk@gsd.nm.gov		Viewed: 6/30/2023 1:37:31 PM
Signed of Behalf of State Purchasing Agent		Signed: 6/30/2023 1:45:11 PM
New Mexico General Services		Signature Adoption: Pre-selected Style 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
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/30/2023 1:18:39 PM
Certified Delivered	Security Checked	6/30/2023 1:37:31 PM
Signing Complete	Security Checked	6/30/2023 1:45:11 PM
Completed	Security Checked	6/30/2023 1:45:11 PM

Payment Events	Status	Timestamps
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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

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 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 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.SPInfo@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.