

PRICE AGREEMENT NO. 14081
AMENDMENT NO. 1

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

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Raby Contract
6812 Academy Parkway E NE
Albuquerque, NM 87109

SHIP TO

APS Facilities Design & Construction APS
Maintenance & Operations

ATTENTION
OF

Martin Romero, FD&C
Benjamin Garcia, M&O

DATE	VENDOR CODE
8/4/2016	30155

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

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

ITEMS, TERMS, & CONDITIONS

PRICE AGREEMENT

Floor Covering and Installation Services

Contract Term: August 22, 2014 - August 21, 2018

Per terms and conditions of: 14-053LJ-AM

Board Approved: 8/20/2014

Pricing Attached

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

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

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

PRICING ESCALATION: Price escalation will be considered only at yearly observance of award and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.

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

Reason for Amendment: Renewal of Price Agreement

Awarded: Lot A - Floor Covering
Lot B - Floor Covering Installation Services

Contact: Ralph Raby

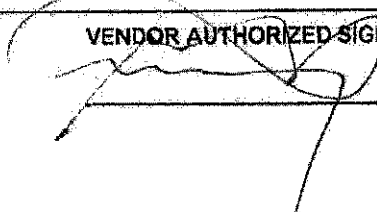
Phone: 505-244-3165

Email: raraby@rabyco.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE


8/4/2016
Date

VENDOR AUTHORIZED SIGNATURE


8/18/2016
Date

ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

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

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

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

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

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

**BID NO. 14-053LJ-AM
FLOOR COVERING AND INSTALLATION SERVICES**

Technical Specifications: Modular Carpet A.1

1. Repurposing: reusing the product in another application.
 2. Closed Loop Recycling: turning waste materials into new materials of the same value, such as vinyl-backing into vinyl backing and nylon yarn into nylon carpet yarn.
 3. Open Loop Recycling: creating other product types from reclaimed carpet. For example, turning nylon face fiber into automotive parts or carpet padding, including nylon face fiber in recycled backings.
 4. Landfill or incineration: are not approved disposal methods
- D. A certificate shall be furnished verifying the reclamation of the carpet and the pounds of material diverted from the landfill.

2.4 Related Requirements for Installation Materials

- A. Installation - Only a glue-less, floating floor installation may be used. Installation will be by connecting the carpet tiles to each other and not to the subfloor.
- B. Glue - All Installations shall be free of the application of any wet adhesive except for stairs and horizontal surfaces with slopes. In the event of stairs and/or horizontal slopes then a releasable glue method of installation is required and the following adhesive description applies: Adhesive shall be water-based and allow for removal of carpet tile at any time without damage to carpet or substrate. Adhesive shall contain antimicrobial preservative and have "zero" calculated VOC's.

Item A.1 - Modular Carpet - See Minimum Construction/Performance Specification above:

PRICING: Price per Square Yard: \$ 19.93
INTERFACE

Approximate number of yards per box: 5.98 Manufacturer/Brand: ERKA CURRICULAR

How many color choices available? 8 Is this a running line product? YES

What is the minimum order requirement? 5.98 What is the lead time? 8⁴ WEEKS

Discount(s) for quantity: 0 Additional charge to cut carpet or similar: 0

Does your product have glue-less installation option? YES

Describe glue-less installation option?
TACTILE INSTALLATION

Make a full explanation of your warranty. Is it pro-rated, etc.?
SEE ATTACHED

**BID NO. 14-053LJ-AM
FLOOR COVERING AND INSTALLATION SERVICES**

Firm Name: RABY CONTRACT

B. Vinyl Composition Flooring - (Attach information regarding color choices available for each brand quoted.)

Item B.1 Resilient Flooring VCT - Minimum Construction/Performance Specification, FS SS-T-3128, Type IV Composition 1, Asbestos free, 12"x12"x1/8". Square, no rounded edges. Through-chip coloring. APS has standardized on Armstrong, Tarkett and/or Kentile. Multiple awards may be made to allow access to product. Note: Actual usage of the tile will entail matching existing flooring for repair purposes, color choice availability, and other factors.

	<u>B.1 Armstrong</u>	<u>B.2 Tarkett</u>	<u>B.3 Kentile</u>
Price per square foot:	\$ <u>0.92</u>	\$ _____	\$ _____
No. of squares per carton:	<u>45</u>	_____	_____
Manufacturer's guarantee:	<u>YES</u>	_____	_____
Average lead time:	<u>3 DAYS</u>	_____	_____
Minimum order requirement:	<u>1 CTN.</u>	_____	_____
Discount(s) for quantity: (i.e. truckload)	<u>0</u>	_____	_____

**BID NO. 14-053LJ-AM
FLOOR COVERING AND INSTALLATION SERVICES**

Firm Name: BABY CONTRACT

C. Carpet Adhesive - Minimum Construction/Performance Specification, High quality non-toxic latex adhesive suitable for glue-down carpet.

Manufacturer: Parabond Magnum Plus Gold Premium, or equal.

Recommended Adhesives: **C.1 Parabond Gold M4099**
(APS #680030)

Manufacturer/Brand: TEC TATI7

Price per 4 gallons: \$ 29.40

How else packaged:
(gallon, cartridge, etc.) _____

Price(s): \$ _____

Will install approximately how much product? 180 SF/GAL.

Manufacturer's guarantee: YES

Current average lead time: 24 HOURS

Minimum Order Requirements: 1 PAIL

Discount(s) for quantity: 0

Item C.2 Modular Carpet Adhesive: Minimum Construction/Performance Specification: CRI Green Label Plus ID GLP70522, VOC Limits Meets SCAQMD Rule #1168 Bond Warranty: Lifetime Limited Warranty When Used with Mannington Carpet A.1.

Manufacturer: Must be Mannington Infinity Pressure Sensitive Adhesive

Manufacturer/Brand: _____ Price per gallon: \$ _____

How else packaged: _____ (gallon, cartridge, etc.) Price(s): \$ _____

Will install approximately how much product? _____ Manufacturer's guarantee: _____

Current average lead time: _____ Minimum Order Requirements: _____

Discount(s) for quantity: _____

BID NO. 14-053LJ-AM
FLOOR COVERING AND INSTALLATION SERVICES

Firm Name: RABY CONTRACT

Item C.3 Adhesive product for glue-less installation requirement for Carpet A.1.

Manufacturer/Brand: INTERFACE TACTILE Price per ^{ROLL} gallon: \$ 93.50

How else packaged: _____ (gallon, cartridge, etc.) Price(s): \$ _____

Will install approximately how much product? 105 SY/RL Manufacturer's guarantee: YES

Current average lead time: 24 HRS Minimum Order Requirements: 1 ROLL

Discount(s) for quantity: 0

Item C.4 Non-toxic, no harsh odor adhesive suitable for vinyl composition and asphalt floor tiles. See item B.1. Brush-on, roll-on, or trowel-on. Clear thin spread tile adhesive.

Manufacturer: Armstrong S-515 or equal.

Manufacturer/Brand: TEC TA-713 Price per gallon: \$ 10.75

How else packaged: 4 GAL (gallon, cartridge, etc.) Price(s): \$ 43.00

Will install approximately how much product? 2500²/600 Manufacturer's guarantee: YES

Current average lead time: 24 HRS Minimum Order Requirements: 1 PAIL

Discount(s) for quantity: 0

Item C.5 No harsh odor, non-flammable, non-toxic cove base adhesive suitable for items D.2 & D.3. Acrylic latex adhesive for bonding rubber & vinyl cove base to wall surfaces.

Manufacturer: Henry's 440 Cove Base Adhesive, or equal.

Manufacturer/Brand: TEC TA-714 Price per gallon: \$ 13.08

How else packaged: 29 OZ. (3.5 gallon cartridge, etc.) Price(s): \$ 4.20

Will install approximately how much product? 100 LF Manufacturer's guarantee: YES

Current average lead time: 24 HRS Minimum Order Requirements: 1 TUBE

Discount(s) for quantity: 0

BID NO. 14-053LJ-AM
FLOOR COVERING AND INSTALLATION SERVICES

Firm Name: RABY CONCRETE

Item C.6 Non-toxic, no harsh odor stair tread adhesive. Suitable for item D.5. Must adhere permanently to concrete, metal, wood, terrazzo. Roppe #319 Contact Adhesive or equal.

Manufacturer/Brand: JOHNSONITE
965 Price per gallon: \$ 36.73

How else packaged: _____ (gallon cartridge, etc.) Price(s): \$ _____

Will install approximately how much product? 150 Manufacturer's guarantee: YES

Current average lead time: 24 HRS Minimum Order Requirements: 1 PAIL

Discount(s) for quantity: 0

Item C.7 Sealer/Encapsulant – High strength acrylic polymer compound formulated to isolate cutback and other types of old adhesive residues that would affect the bond of the new floor adhesive over concrete substrates. TO Be XL Brands Triseal Adhesive Residue Encapsulator, or equal.

Manufacturer/Brand: INTERSER TRISEAL
XL Price per gallon: \$ 21.48

How else packaged: 4 GALLON (gallon cartridge, etc.) Price(s): \$ 85.91

Will install approximately how much product? 300 SF/GAL Manufacturer's guarantee: YES

Current average lead time: 24 HRS Minimum Order Requirements: 1 PAIL

Discount(s) for quantity: 0

D. PATCHING MATERIALS, REDUCER STRIPS, STAIR TREADS, NOSING, COVE BASE

Item D.1 Floor Patch: Quick-setting, non-shrinking compound for patching, leveling, and filling subfloors prior to the installation of floor coverings. Manufacturer: Ardex Feather Finish or equal. (APS #605745)

Type: Portland Cement Base Powder (10 lb. bag), **Color:** Gray, **Pot Life:** 15 minutes, **Normal Setting Time:** Approximately 15 minutes

Manufacturer/Brand: BASF LEVAL-FLER
CX Price per unit: \$ 10.94

How else packaged?: _____ Price(s): \$ _____

Will install approximately how much product? 100 SF Manufacturer's guarantee: YES

Current average lead time: 24 HRS Minimum Order Requirements: 1 BAG 10#

Discount(s) for quantity: 0

BID NO. 14-053LJ-AM
FLOOR COVERING AND INSTALLATION SERVICES

Firm Name: BABY CONTRACT

Item D.2 Cove Base: 4" Vinyl, 4' lengths, .080 guage, Group 1, Type IV. Nafco or equal.
APS #605092 (Brown) and #605094 (Black). Additional colors may be required.

Manufacturer/Brand: JOHNSONITE 4" .080 Price per unit: \$ 54.45
W/ TOE

How else packaged?: _____ Price(s): \$ _____

Will install approximately how much product? 100 LF. Manufacturer's guarantee: YES

Current average lead time: _____ Minimum Order Requirements: _____

Discount(s) for quantity: _____

Item D.3 Cove Base: 6" Vinyl 4' lengths, .125 guage, Group 1, Type IV. Nafco equal.
APS #605088 (Brown) and #605087 (Black). Additional colors may be required.

Manufacturer/Brand: JOHNSONITE 6" Price per unit: \$ 117.11
.125 W/ TOE

How else packaged?: _____ Price(s): \$ _____

Will install approximately how much product? 120 LF. Manufacturer's guarantee: YES

Current average lead time: 2 WEEKS Minimum Order Requirements: 1 CTR

Discount(s) for quantity: 0

Item D.4 Reducer Strip: 1/8" vinyl Tile Reducer, 3-foot section. Brown, Black or color.
Johnsonite RR or equal.

Manufacturer/Brand: JOHNSONITE RIR Price per lineal foot: \$ 1.00

How else packaged?: _____ Price(s): \$ _____

Will install approximately how much product? 3' Manufacturer's guarantee: YES

Current average lead time: 24 HRS Minimum Order Requirements: 3'

Discount(s) for quantity: 0

**BID NO. 14-053LJ-AM
FLOOR COVERING AND INSTALLATION SERVICES**

Firm Name: RASY CONTRACT

Item D.5 Vinyl Stair Treads: Heavy gauge sharp rib design vinyl tread. 1/4" thick at wear area, 12" deep, brown, black, or colors. Standard sizes. Johnsonite HT Series or equal.

Manufacturer/Brand: JOHNSONITE HT Price per lineal foot: \$ 6.32

How else packaged?: _____ Price(s): \$ _____

Will install approximately how much product? _____ Manufacturer's guarantee: YES

Current average lead time: 2 WEEKS Minimum Order Requirements: 1 TREAD

Discount(s) for quantity: 0

Is there any additional charge for treads over a certain size? Explain: _____

Item D.6 Stair Nosing - To be Balco Metalines CA-300 or equal. Size: 3"x3/8"x4'6". Cast aluminum, class 30 aluminum tread plate. To include bolt(s) and cast anchor(s) at 14" o.c.

Manufacturer/Brand: BALCO METALINES Price per Length:
0-150 lengths \$ 42.69
151-300 lengths \$ _____
301-450 lengths \$ _____
451-600 (or more) lengths \$ _____

Approximate number per carton/case: _____ Manufacturer's guarantee: _____

Current average lead time: 2 WEEKS Minimum Order Requirements: _____

Discount(s) for quantity: 0 List all hardware included with each nosing: _____

E. CERAMIC TILES, GROUTS, AND ADHESIVES

Item E1. Floor Tile. APS#608094 Tiles to be 12x12x1/8" Armstrong or equal

Manufacturer/Brand: DAL COLOR SCHEME Price per square foot: \$ 2.21

How else packaged?: _____ Price(s): \$ _____

Will install approximately how much product? 1.0 SF Manufacturer's guarantee: YES

Current average lead time: 1 WEEK Minimum Order Requirements: 1 CTN

Discount(s) for quantity: 0

BID NO. 14-053LJ-AM
FLOOR COVERING AND INSTALLATION SERVICES

Firm Name: RASH CONCRETE

Item E.2 Mosaic Floor Tile. Tiles to be durable and resistant to frost weathering, staining and fading. 1/4" thick. To be Dal-Tile keystone or equal.

Manufacturer/Brand: DAL KEYSTONE Price per square foot: \$ 3.60

How else packaged?: _____ Price(s): \$ _____

Will install approximately how much product? _____ Manufacturer's guarantee: _____

Current average lead time: 1 WK Minimum Order Requirements: 2 SF.

Discount(s) for quantity: 0

Item E.3 Floor tile Thin Set Mortar. Available in white or gray. To be TEC Latex-Modified Thin set Mortar 345/346 or equal.

Manufacturer/Brand: CUSTOM JESABONA SFT Price per unit: \$ 14.50

How else packaged?: _____ Price(s): \$ _____

Will install approximately how much product? 70 SF. Manufacturer's guarantee: YES

Current average lead time: 24 HRS Minimum Order Requirements: 1 BAG

Discount(s) for quantity: 0

Item E.4 Floor Grout. Portland Cement based, latex modified. Able to withstand thermal variations, 1/1/2" joint coverage. To be C-Cure MP grout Sanded 924 or equal.

Manufacturer/Brand: CUSTOM GROUT Price per unit: \$ 14.90

How else packaged?: _____ Price(s): \$ _____

Will install approximately how much product? 60 SF Manufacturer's guarantee: YES

Current average lead time: 24 HRS Minimum Order Requirements: 1 BAG

Discount(s) for quantity: 0

BID NO. 14-053LJ-AM
FLOOR COVERING AND INSTALLATION SERVICES

Firm Name: RAM CONCRETE

Item E.5 Ceramic Wall Tile. Tiles to be used for walls sizes, 5/16" thick with cushioned edges. Needs to be Kohler Coordinates. Price Group I or equal.

Manufacturer/Brand: _____ Price per unit: \$ _____

How else packaged?: _____ Price(s): \$ _____

Will install approximately how much product? _____ Manufacturer's guarantee: _____

Current average lead time: _____ Minimum Order Requirements: _____

Discount(s) for quantity: _____

Item E.6 Wall Tile Multi-Purpose Adhesive. Acrylic based, easy spreading, non-sagging, water resistant. To be TEC White Formula Multi-Purpose Ceramic Tile Adhesive TA-101, TA-190 or equal.

Manufacturer/Brand: ^{CUSTOMS} ACRYLO 3.5 GAL Price per unit: \$ 37.⁰⁰

How else packaged?: _____ Price(s): \$ _____
\$ _____

Will install approximately how much product? 55 SF Manufacturer's guarantee: YES

Current average lead time: 24 HRS Minimum Order Requirements: 1 PALE

Discount(s) for quantity: 0

Item E.7 Wall Grout. Portioned Cement based, latex-modified. Able to withstand thermal variations, Up to 1/8" joint coverage. To be C-Cure MP Grout Non-Sanded 923 or equal.

Manufacturer/Brand: ^{CUSTOMS} JSA SAND/SAND Price per unit: \$ 24.96

How else packaged?: _____ Price(s): \$ _____
\$ _____

Will install approximately how much product? 120 LF Manufacturer's guarantee: YES

Current average lead time: 24 HRS Minimum Order Requirements: 1 BAG

Discount(s) for quantity: 0

**BID NO. 14-053LJ-AM
FLOOR COVERING AND INSTALLATION SERVICES**

Firm Name RABY CONTRACT

PRICING SHEET(S) FOLLOW: Installation/Labor Pricing - LOT B

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

ITEM	DESCRIPTION	EST. QTY.	UNIT	PRICE	TOTAL AMT.
1.	<u>Carpeting</u>				
1a.	Removal	4000	SQ. YARD	<u>\$ 0.75</u>	<u>\$ 3000.-</u>
1b.	Repair/Replacement	200	SQ. YARD	<u>2.75</u>	<u>550.-</u>
1c.	Installation (floor) Broadloom	4000	SQ. YARD	<u>2.75</u>	<u>11,000.-</u>
2.	<u>Modular Carpet Tiles</u>				
2a.	Removal	4000	SQ. YARD	<u>\$ 0.50</u>	<u>\$ 2000.-</u>
2b.	Repair/Replacement	200	SQ. YARD	<u>2.45</u>	<u>490.-</u>
2c.	Installation (floor) Modular	4000	SQ. YARD	<u>2.45</u>	<u>9800.-</u>
3.	<u>Vinyl Composition Tile (VCT)</u>				
3a.	Removal	3000	SQ. FEET	<u>\$ 0.50</u>	<u>1500.-</u>
3b.	Repair/Replacement	200	SQ. FEET	<u>0.65</u>	<u>130.-</u>
3c.	Installation	3000	SQ. FEET	<u>0.45</u>	<u>1350.-</u>
4.	<u>Resilient Base and Accessories</u>				
4a.	Removal	1500	LIN. FT.	<u>\$ 0.15</u>	<u>225.-</u>
4b.	Repair/Replacement	100	LIN. FT.	<u>0.30</u>	<u>30.-</u>
4c.	Installation	1500	LIN. FT.	<u>0.25</u>	<u>750.-</u>
5.	<u>Ceramic Tile</u>				
5a.	Installation of Wall Tile	1000	SQ. FT.	<u>\$ 3.00</u>	<u>\$ 3000.-</u>
5b.	Installation of Floor Tile	1000	SQ. FT.	<u>3.00</u>	<u>3000.-</u>
5c.	Removal of Wall or Floor Tile	250	LF.	<u>1.50</u>	<u>375.-</u>
6.	Furniture moving	30	HOURS	<u>\$ 35.00</u>	<u>\$ 1050.-</u>

GRAND TOTAL

\$ 37,950.⁰⁰/₁₀₀

**BID NO. 14-053LJ-AM
FLOOR COVERING AND INSTALLATION SERVICES**

Firm Name: RABY CONTRACTORS

REQUIRED FOR COST ANALYSIS

LABOR RATES:

POSITION 1: Soft Floor Layer

A. Labor Costs:

1.	Base Hourly Rate: (from NMDWS wage rate sheet, effective 1-1-14)		\$ <u>20.74</u>
2.	Fringe Benefits: (Compute as a percentage of A.1., wage rates require a minimum of \$4.40)		
	Health & Welfare	<u>1.615</u> %	\$ <u>30</u>
	Pension	<u>0</u> %	\$ <u>0</u>
	Other (If Applicable):		
	_____	_____ %	\$ _____
	_____	_____ %	\$ _____

\$ 30
TOTAL FRINGE BENEFITS

B. Other Direct Labor Overhead: (Compute as a percentage of A.1.)

1.	FICA	<u>6.2</u> %	\$ <u>1.29</u>
2.	Federal Unemployment	<u>0</u> %	\$ <u>12</u>
3.	State Unemployment	<u>1.4</u> %	\$ <u>29</u>
4.	Workers' Comp. Ins.	<u>0</u> %	\$ <u>0</u>
5.	General Liability Ins. (Only for coverage as defined in specs)	<u>0</u> %	\$ <u>0</u>
6.	Other (if applicable):		
	_____	_____ %	\$ _____
	_____	_____ %	\$ _____

\$ 1.70
Subtotal B

C. General and Administrative, and Profit (0 % of A.1.)

\$ 0
Subtotal C

\$ 22.74
TOTAL FEE
(A + Fringe + B + C)

Shift Differential Rate	\$ _____
Holiday Rate: Total Fee Rate	\$ _____
Overtime Rate: Total Fee Rate	\$ _____

Total for Soft Floor Layer: (Items A, B, C) \$ 22.74

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

**BID NO. 14-053LJ-AM
FLOOR COVERING AND INSTALLATION SERVICES**

Firm Name: RABY CONTRACTORS

REQUIRED FOR COST ANALYSIS

LABOR RATES:

POSITION 2: Tile Setter

A. Labor Costs:

1.	Base Hourly Rate: (from NMDWS wage rate sheet, effective 1-1-14)		\$ 14.80
2.	Fringe Benefits: (Compute as a percentage of A.1., wage rates require a minimum of \$1.20)		
	Health & Welfare	<u>1.45</u> %	\$.21
	Pension	<u>0</u> %	\$ 0
	Other (If Applicable):		
		%	\$
		%	\$

\$.21
TOTAL FRINGE BENEFITS

B. Other Direct Labor Overhead: (Compute as a percentage of A.1.)

1.	FICA	<u>0.2</u> %	\$.92
2.	Federal Unemployment	<u>0</u> %	\$.08
3.	State Unemployment	<u>1.4</u> %	\$.21
4.	Workers' Comp. Ins.	<u>0</u> %	\$ 0
5.	General Liability Ins. (Only for coverage as defined in specs)	<u>0</u> %	\$ 0
6.	Other (if applicable):		
		%	\$
		%	\$

\$ 1.21
Subtotal B

C. General and Administrative, and Profit (0 % of A.1.)

\$ 0
Subtotal C

\$ 16.22
TOTAL FEE
(A + Fringe + B + C)

Shift Differential Rate	\$ _____
Holiday Rate: Total Fee Rate	\$ _____
Overtime Rate: Total Fee Rate	\$ _____

Total for Tile Setter: (Items A, B, C): \$ 16.22

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