



**ALBUQUERQUE
PUBLIC SCHOOLS**

PRICE AGREEMENT NO. 14148
AMENDMENT NO. 2

ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION
PO BOX 25704
ALBUQUERQUE, NEW MEXICO 87125
PHONE (505) 881-8416
FAX (505) 830-1161

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Vigil Contracting Services, Inc.
1512 Coors Blvd SW
Albuquerque, NM 87121

SHIP TO

Maintenance & Operations
Paint Shop
915 Locust St SE
Albuquerque, NM 87106

ATTENTION
OF

Robert Chavez/ Mike Wheeler

DATE	VENDOR CODE
8/10/2016	13145

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

Painting Services

Contract Term: October 1, 2015 - September 30, 2017

Per terms and conditions of: 15-005SC-AM

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. 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

Contact: Loren Vigil

Phone: 505-877-6325

Email: vigilcontracting@comcast.net

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

[Signature]
Date 8/15/16

VENDOR AUTHORIZED SIGNATURE

[Signature]
Date 8/17/16

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.

PAINTING SERVICES

BID NO. 15-005SC-AM

obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the NM Department of Taxation & Revenue. This policy is effective January 1, 2012. For additional information please call 505-827-0951. Please attach resident certificate to bid response.

Vigil Contracting

CONTRACTOR LABOR ONLY

As mentioned in section 2 on page 13 contractor will use the APS contract pricing with Dunn Edwards to purchase and provide all paint, varnish, drywall tape, thinner, primer, patching compound and similar. These contract costs are to be detailed in your job estimates and actual invoices attached to invoices. Contractor will provide brushes, rollers, tools, drop cloths, scaffolding, and all other equipment. These costs are to be included in pricing structure. Pricing as follows is understood to be for one application. Work requiring more than one coat will be priced at the quoted amount multiplied by the number of coats.

1. Interior plaster, drywall, wood or plywood walls; hand work (roller or brush) or spray where possible
sq. ft. 0.15
2. Plaster, drywall, or wood ceilings; handwork (roller or brush) or spray where possible
sq. ft. 0.15
3. Window sash and trim; 1"-2" wide; paint, stain, shellac or varnish each side. Brush application
ln. ft. 0.71
4. Metal Commercial Window Frames sash and trim; 1"-2" wide; paint, stain, shellac or varnish each side. Brush application
ln. ft. 0.71
5. Surface preparation of above items (3 & 4); hand work; Light cleaning to remove surface dust & stains.
 - a. Interior walls and ceilings sq. ft. 0.07
 - b. Window sash and trim-under 2" ln. ft. 0.10
 - c. Metal Commercial Window Frame-under 2" ln. ft. 0.10
 - d. Glazing ln. ft. 0.10

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Vigil Contracting Services, Inc.

FIRM NAME
(Contractor)

- 6. Glazing ln. ft. 0.40

- 7. Window sash and trim; over 2" wide; paint, stain, shellac or varnish each side. Brush application ln. ft. 0.71

- 8. Metal Commercial Window Frames sash and trim; over 2" wide; paint, stain, shellac or varnish each side. Brush application ln. ft. 0.71

- 9. Surface preparation (Light) of above items (7 & 8); hand work; Light cleaning to remove surface dust & stains.
 - a. Window sash and trim-over 2" ln. ft. 0.07
 - b. Metal Commercial Window Frame-over 2" ln. ft. 0.07

- 10. Surface preparation (Heavy) of above items (7 & 8); hand work; Scraping, patching, puttying, sanding
 - a. Interior walls and ceilings sq. ft. 0.08
 - b. Window sash and trim ln. ft. 0.08
 - c. Metal Commercial Window Frame ln. ft. 0.08

- 11. Exterior Surfaces (brush, roller or spray)
 - a. Walls, siding sq. ft. 0.16
 - b. Stucco/Plaster Patching sq. ft. 0.16
 - c. (1) Brick, masonry, concrete (light prep) sq. ft. 0.20
 - c. (2) Brick, masonry, concrete (heavy prep) sq. ft. 0.20
 - d. (1) Metal (light prep) sq. ft. 0.20
 - d. (2) Metal (heavy prep) sq. ft. 0.20
 - e. Drywall/Sheetrock Soffit sq. ft. 0.16

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FIRM NAME
(Contractor)

19. Surface preparation (heavy) of items below: hand work; Scraping, patching, puttying, sanding

- a. Line 14: Columns & pilasters; metal or wood sq. ft. 0.05
- b. Line 15: Downspouts and gutters; metal sq. ft. 0.05
- c. Line 16a: Eaves, wood or metal-No rafters sq. ft. 0.05
- d. Line 16b: Eaves, wood or metal-With rafters sq. ft. 0.15
- e. Line 17: Pipe sq. ft. 0.05

20. (a) Miscellaneous, metal or wood, not included in other line items (light prep)

sq. ft. 0.40
ln. ft. 0.40

20. (b) Miscellaneous, metal or wood, not included in other line items (heavy prep)

sq. ft. 0.55
ln. ft. 0.55

21. Doors; brush or roller application; excluding trim; wood, metal, plywood, panel; interior or exterior; paint, stain, shellac or varnish (average door is 3x7, 21 sq. ft.)

each 7.00

22. Metal Door Frames; brush or roller application; interior or exterior; paint, stain, shellac or varnish (average door is 3x7, 21 sq. ft.)

each 7.00

23. Doors; light surface prep for item 21; light cleaning, dust, remove stains and similar

sq. ft. 0.20

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FIRM NAME
(Contractor)

- 24. Doors; heavy surface prep for item 21; patch, sand, putty, scrape and similar
sq. ft. 0.30

- 25. Metal Door Frames; light surface prep for item 22; light cleaning, dust, remove stains and similar
sq. ft. 0.10

- 26. Metal Door Frames; heavy surface prep for item 22; patch, sand, putty, scrape and similar
sq. ft. 0.15

- 27. Door trim; up to 2" wide; brush application; wood, metal; Interior or exterior; paint, stain, shellac or varnish
ln. ft. 0.71

- 28. Door trim; up to 2", light surface prep for item 27; light cleaning, dust, remove stains and surface dust
ln. ft. 0.05

- 29. Door trim; up to 2", heavy surface prep for item 27; scrape, patch, sand and similar
ln. ft. 0.20

- 30. Cabinets and case interiors- wood, plywood, particle board; Brush application; paint, stain, shellac or varnish
sq. ft. 0.50

- 31. Sanding, stripping of item 30; hand work necessary to ready surface for paint etc.
sq. ft. 0.50

- 32. Lockers, cabinets, interiors and exteriors; metal; brush or spray application; paint
sq. ft. 0.75

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FIRM NAME
(Contractor)

- 33. Sanding, stripping of item 32; all work necessary to ready surface for paint
sq. ft. 0.75
- 34. Shelving; wood, plywood, particle board, metal; brush application; paint, stain, shellac, varnish
sq. ft. 0.40
- 35. Sanding, stripping of item 33; all work necessary to ready surface for finishing
sq. ft. 0.40
- 36. Texture Coating; Hopper gun
sq. ft. 0.10
- 37. Texture Coating; Roll-on
sq. ft. 0.10
- 38. Texture Coating; Broquet
sq. ft. 0.10
- 39. Texture Coating; Slap Texture
sq. ft. 0.10
- 40. Water blasting; Minimum pressure 1500 lbs. psi
sq. ft. 0.15
- 41. Sand blasting
sq. ft. 1.50
- 42. Painting of exposed structural steel ceilings includes metal deck, bar joists, ductwork and misc. steel angles bracing
sq. ft. 0.71
- 43. Clean-up of above item 41; hand work; Light cleaning to remove surface dust & stains.
sq. ft. 0.50
- 44. Painting of exposed ductwork only
sq. ft. 0.60
- 45. Surface preparation (Light) of above item 44; hand work; Light cleaning to remove surface dust & stains.
sq. ft. 0.20

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Vigil Contracting Services, Inc.

FIRM NAME
(Contractor)

- 46. Surface preparation (Heavy) of above item 44; hand work; Scraping, patching, puttying, sanding
sq. ft. 0.25

- 47. Joint sealant on building joints greater than 1/8" thick
ln. ft. 0.75

- 48. Spot Priming
sq. ft. 0.30

- 49. Removal of Vinyl Base
ln. ft. 0.20

- 50. Transport and set up Scissor Lift
per hr 40.00

- 51. Striping on Gym Floors
ln. ft. 1.10

- 52. Trimming around Graphics
sq. ft. 0.75

- 53. Floating of Drywall where paint has peeled
sq. ft. 0.90

- 54. Parking lot striping; contractor to furnish striping equipment including stencils; machine application or hand work; paint to include handicap zones and standard wheelchair insignia, fire lanes, stenciling of names, numbers, "Visitor", and similar; assume 1"-2"
 - a. Parking Lot Striping Painting
ln. ft. 0.25
 - b. Striping Light Prep
ln. ft. 0.05
 - c. Striping Heavy Prep
ln. ft. 0.10
 - d. Curb Painting, includes 4" letters
ln. ft. 0.30
 - e. Curb Light Prep
ln. ft. 0.05
 - f. Curb Heavy Prep.
ln. ft. 0.10
 - g. Speed Bump Painting
sq. ft. 0.25
 - h. Speed Bump Light Prep
sq. ft. 0.05
 - i. Speed Bump Heavy Prep
sq. ft. 0.10

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j. Handicap Square Painting	sq. ft.	1.00
k. Handicap Square Light Prep	ln. ft.	0.10
l. Handicap Square Heavy Prep	ln. ft.	0.20
m. Paint Numbers/Letters/Symbols (larger than 4")	Each.	1.00
n. Light Prep Numbers/Letters/Symbols	Each	0.25
o. Heavy Prep Numbers/Letters/Symbols	Each	0.30

55. IF APS cannot furnish a particular paint or specialty preparation, or if it is more advantageous or efficient for the contractor to supply the item(s), please quote the percentage discount which will apply to any such purchases. Documentation will be required, i.e. a copy of your invoice. Freight or special handling charges will not be marked up, but will be reimbursed by APS at exact cost.

This percentage will also apply to rental of specialized equipment or similar unusual circumstances when the contractor may not own a certain piece of equipment necessary to finish the job.

0.0 Per Cent (%) discount

56 Should two (2) coats of paint be specified by APS, please quote the percentage discount that will apply to any of the preceding bid items.

25 % 2-coat Per Cent (%) discount