



**ALBUQUERQUE
PUBLIC SCHOOLS**

**PRICE AGREEMENT NO. 14550
AMENDMENT NO.**

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

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Rodgers & Company Inc.
2615 Isleta Blvd SW
Albuquerque, NM 87105

SHIP TO

Facilities, Design & Construction
Maintenance & Operations

**ATTENTION
OF**

John Dufay, Karen Alarid

DATE	VENDOR CODE
8/18/2016	12236

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

Repair and Maintenance Service for Water Wells, Pumps and Chlorinators on Request

Contract Term: August 18, 2016 - August 17, 2020

Per terms and conditions of: 16-042SC-KM

Board Approved: 8/17/2016

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:

Contact: Clarence Rodgers

Phone: 505-877-1030

Email: clarence@roddersandco.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE


Date 8/18/2016

VENDOR AUTHORIZED SIGNATURE


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.

Repair and Maintenance Service for Water Wells, Pumps, and Chlorinators on Request

Bid 16-0425C-KM

FIRM NAME: Rodgers & Company, Inc.

PRICING

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

Item No.	Description	Weighted Value	X	Price Quote	Extended Total
1. CHLORINATION SERVICE:	As specified (Quote composite rate to include service on the three (3) week cycle and the once per year reservoir cleaning)				
		125/service/site		\$ 95.00	\$ 11,875.00
	a) Chlorine — HTH Granular	750	lb/	\$ 4.75	\$ 3,562.50
2. REPAIR WORK:					
	2a. Man hour rates for all on-site work EXCEPT sewage stations				
	2a-1. Journeyman Mechanic, Regular Hourly Rate, including service truck	200	hr/	\$ 80.00	\$ 16,000.00
	2a-2) Mechanic Helper, Regular Hourly Rate	100	hr/	\$ 35.00	\$ 3,500.00
	2a-3) Journeyman Mechanic, Overtime Hourly Rate, including service truck	50	hr/	\$ 120.00	\$ 6,000.00
	2a-4) Mechanic Helper, Overtime Hourly Rate	25	hr/	\$ 52.50	\$ 1,312.50
	2b) Man hour rates for SEWAGE STATIONS on-site work ONLY				
	2b-1 Journeyman Mechanic, Regular Hourly Rate, including service truck	50	hr/	\$ 105.00	\$ 5,250.00
	2b-2) Mechanic Helper, Regular Rate	50	hr/	\$ 52.50	\$ 2,625.00
	2b-3) Journeyman Mechanic, Overtime Rate, including service truck	20	hr/	\$ 131.25	\$ 2,625.00
	2b-4) Mechanic Helper, Overtime Rate	20	hr/	\$ 65.83	\$ 1,312.60
	2c) Mechanic, In shop work	200	hr/	\$ 50.00	\$ 10,000.00
	2d) Outside Source Service	500	fixed fee	\$ 25.00 per \$100.00	

State type(s) of services you anticipate sending to outside sources.

Electrical, excavation, and drain services

Repair and Maintenance Service for Water Wells, Pumps, and Chlorinators on Request

Bid 16-042SC-KM

Item No.	Description	Weighted Value	X	Price Quote	Extended Total
3. EQUIPMENT USAGE:					
3a)	Pump rigs (pulling/installing) 0-12,000 pound Capacity (including 2 man crew) Regular Hourly Rate	200		hr/ \$ 120.00	\$ 24,000.00
3a-1)	Overtime Rate	20		hr/ \$ 180.00	\$ 3,600.00
3b)	Air Compressor with 350 CFM capacity (Not including mechanic) 50			hr/ \$ 35.00	\$ 1,750.00
3c)	200 am welding machine	10		hr/ \$ 15.00	\$ 150.00
3d)	Swabbing and bailing machine, 0-500 foot capacity (including 2 man crew) Regular Hourly Rate	50		hr/ \$ 120.00	\$ 6,000.00
3d1)	Overtime Rate	20		hr/ \$ 180.00	\$ 3,600.00

List other equipment, if any, for which you anticipate charging.

TYPE

HOURLY RATE

<u>CME High Torque Auger Drill</u>	<u>\$ 180.00/hr (includes crew)</u>
<u>Gardner Denver 1500 Water Well Rig including support equipment</u>	<u>\$ 275.00/hr (includes crew)</u>
<u>Down-hole video equipment for water well inspection</u>	<u>\$ 200.00/hr (includes operator)</u>

4. MATERIALS/PARTS PRICING:

It is intended that the contractor furnish the majority of the materials required for purposes of this contract. This includes, but is not limited to, various pumps, hypochlorinators, well casings, pipe capacitors, relays, filters, controls, motors, etc. PLEASE NOTE: INCIDENTALS SUCH AS WIRE NUTS, NUTS AND BOLTS, SCREWS, TRUCK STOCK SHALL NOT BE CHARGED TO APS.

One component of this contract is that the contractor shall identify parts and components needing replacement in control systems and boiler units. If it is agreed that the parts etc. are to be furnished by the contractor, the pricing will be based on a *fixed-fee reimbursement* amount above the contractor's invoice for the particular piece of equipment, part, or component. Note that the basic hourly labor wage is to include, through the general overhead category, incidental items for performing labor (such as tools, tape, wiring, small fittings, etc.). All parts of any component of the equipment and similar items shall be itemized and priced separately. The contractor shall submit with this bid the *fixed-fee reimbursement* amount that shall be added to the cost of materials, that he will offer to APS for all parts, devices, components, or equipment units that may be furnished under this contract. The contractor may not list separate *fixed-fee reimbursement* amounts for different categories of parts, controls, or component devices as the spend benchmark for fixed fee reimbursement amount is for each one-hundred dollar spent on materials (see example on pg. 18).

In the event of categories which may have been omitted in error and wherein APS has need of product, APS reserves the right to further negotiate with the successful contractor at any time during the life of the contract.

Contractor's invoicing must be easily verifiable and traceable to the contract. Product numbers, brands, models, etc., must be clearly defined. Actual invoices will be required as proof of cost. Do not bid if you cannot support the contract in this regard.

All pricing must be F.O.B. "destination" including cost, insurance, and freight.

State, in dollars, your *fixed-fee reimbursement* amount that you are requesting APS to reimburse (above your cost based on your actual invoices). This will be a blanket *fixed-fee reimbursement* amount to apply to all items furnished under this contract. Please state fixed fee requested for every (increment of) \$100.00 spent in purchases of parts/materials (see example on page 18).

\$ 25.00

Please specify how you will price such items to APS. Include also such items as radio control repairs and the like which may be done by an outside source. You may choose to offer, or manufacturer's or company price list less 10%, for example. Be explicit. Documentation will be required for any item invoiced at \$100.00 or more.

Mec-O-Matic Chlorinator	Mfg. list price less 20%
Sta-Rite Pumps & Products	Mfg. list price less 30%
Goulds Pumps	Mfg. list price less 25%
Myers Pumps	Mfg. list price less 30%
Berkeley Pumps & Products	Mfg. list price less 30%
Pulsa Feeder Chlorinators	Mfg. list price less 10%
Monitoring well materials	Rodgers wholesale published net costs
Pipe, fittings, valves, & misc.	Rodgers published list price less 25%