

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

CONTRACT ADDENDUM

This contract is between the County of El Paso, Texas (“Owner”) and PC Automated Controls, Inc. (“Contractor”). This Addendum incorporates the “Terms and Conditions” drafted by Contractor and certain other documents. However, if an incorporated document is inconsistent with the terms of this addendum, this Addendum controls.

1. **Description of the work.** This contract is for the replacement of two chillers at the downtown El Paso County Detention facility, as described in Contractor’s Proposal dated September 30, 2020, incorporated by reference and attached as **Exhibit A**.
2. **Contract price.** The price for the work is exactly \$226,476.40. The price shall not exceed this amount unless the Parties execute a written change order. Any change in price must be approved by the El Paso County Commissioner’s Court in an open meeting.
3. **Owner’s representative.** Owner’s representative is Ms. Norma R. Palacios, Director of Public Works.
4. **Commencement of work and time for performance.** Work shall begin on February 1, 2020 or any other day agreed to by the Parties in writing. For purposes of this paragraph, an email is a sufficient writing. Once work has commenced, contractor shall complete all work within 30 Calendar days.
5. **Liquidated Damages.** For each day, after 30 calendar days, that the work is not completed, Contractor shall pay \$651.63, not as a penalty, but as liquidated damages. These damages are based on the Region 19 laborer/contractor daily labor costs for similar installations and represent a fair estimate of the value lost due to any delay in installation and completion of the project.
6. **Background Check.** All personnel employed or contracted by Contractor to work on the project must go through a background check conducted by the El Paso County Sheriff. If an employee or contractor fails the background check, that employee or contractor may not work on the project and Contractor will make immediate arrangements to find a replacement. Prompt arrangements for the background check will be made by contacting Owner’s representative or her designee.
7. **Payments and retainage.** After delivery of the new Carrier Chillers and the removal of two Carrier Chillers marked #2 and #4, Contractor may request payment for the value of the work actually performed in an amount not to exceed **\$167,339.30**. Owner, in its discretion, may retain up to 5.0% of the value of the work invoiced as retainage in order to insure the final completion of the project, including all punch list items. Upon substantial completion of the project, Contractor may request payment for the value of all work actually completed in an

aggregate amount not to exceed **\$226,476.40**. "Substantial completion" has the meaning commonly used in the construction industry in Texas. Owner, in its discretion, may retain up to 5.0% of aggregate invoiced amounts as retainage in order to insure the final completion of the project. Upon substantial completion, Owner and Contractor shall promptly confer in order to create a punch list of items to be completed in order to achieve final completion. All such punch list items shall be completed within **10 business** days unless otherwise agreed in writing. Upon final completion, Owner shall remit payment of all amounts retained under this paragraph. Owner shall pay all invoices, less any retainage, within **30 calendar** days. Late payments and interest, if any, shall be determined and governed by the Texas Prompt Pay Act, Texas Government Code Chapter 2254.

- 8. Contractor's terms and conditions.** Contractor's terms and conditions are attached as **Exhibit B** and incorporated by reference. If Exhibit B conflicts with this Addendum (and without regard to whether any conflict is explicitly identified in this addendum), then this Addendum shall control.
- 9. Taxes.** Owner is a political subdivision of the State of Texas and is exempt from any sales taxes. If any sales taxes have been included in the contract price, Owner shall receive a credit, and corresponding reduction, in the contract price.
- 10. Owner's Indemnity.** Owner is a political subdivision of the State of Texas and is subject to the limitations on indemnity imposed by the Texas Constitution and other statutes. Moreover, Owner has not established an interest and sinking fund to satisfy any indemnity claim. With this in mind, Owner indemnifies Contractor only to the extent permitted by law against all claims, damages, losses and expenses arising out of or resulting from an active or passive act or omission of Owner, anyone directly or indirectly employed by Owner, or anyone for whose act Owner may be liable. This limited indemnity does not include a claim for attorneys' fees.
- 11. Contractor's Indemnity. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER IN CONNECTION WITH THE CONTRACTOR'S PERFORMANCE OF THIS CONTRACT, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, TO THE EXTENT CAUSED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE OWNER.**
- 12. Force Majeure.** A Force Majeure Event is an unpredictable or unanticipated event that makes a Party's further performance under this agreement impossible. A Force Majeure Event means an Act of God; an epidemic, pandemic, or other natural disaster declared by a governmental authority with appropriate jurisdiction over the matter; governmental rules, regulations, or orders issued in response to an epidemic, pandemic, or natural disaster; civil disorder,

disturbances, riots, or war; utility-related closings; or any similar event beyond the reasonable control of such Party. **Contractor acknowledges the County Judge's authority to issue a disaster declaration under Texas law and waives any conflict of interest.**

13. The non-performing Party must give reasonably prompt written notice, to the other Party, of its inability to perform due to a Force Majeure Event, and such notice shall state the event and reason for such non-performance. Notwithstanding any provision to the contrary in this Contract, when an inability to perform has been declared under this paragraph, Contractor shall immediately cease performance of the Project and take steps to ensure public safety by improving the worksite(s) to reasonably similar or better condition than when the Project began. Each Party is responsible for its own demobilization and storage costs under this provision. The County is only liable for payment for Contractor's satisfactory performance completed up to the date of written notice and the reasonable amount necessary to secure the site(s) for public safety. This paragraph shall survive termination of the Contract.
14. **Insurance.** The Contractor shall have and maintain insurance in accordance with the requirements of **Exhibit C** attached hereto and incorporated herein by reference.
15. **Surety Bonds.** The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably acceptable to the Owner.
16. **Prevailing wages.** Contractor agrees to comply with Tex. Gov't Code Sections 2258.001 through 2258.058, including the payment of prevailing wages, and acknowledges that it understands that it will pay to the Owner the sum specified in Tex. Gov't Code Section 2258.023, as amended, (presently \$60.00 per day or part of a day, per worker), in the event a worker is paid less than said prevailing wage rates set forth in this contract. A copy of the County's current prevailing wages is available upon request.
17. **Apprenticeship Program.** In accordance with the Order of the Commissioners Court of El Paso County Regarding Apprenticeship Program Requirements adopted in 2008, a copy of which is attached hereto as part of **Exhibit D**, the Contractor and all subcontractors must comply with the following:
 1. must sponsor or participate in a DOL certified apprenticeship program for all job classifications utilized on the project and which are "apprenticeable occupations" as defined by DOL regulations;
 2. must hire registered apprentices enrolled in a DOL certified apprenticeship program;
 3. may not substitute helpers or unregistered apprentices to perform apprentice level work

in place of registered apprentices;

4. must pay wage rates and benefits package for apprentices as determined by the apprenticeship program/DOL;
5. must comply with DOL requirements for the ratio of apprentices to journeymen;
6. must hire apprentices in all job classifications utilized on the project and which are “apprenticeable occupations” as defined by DOL regulations, unless such placement would not be approved by the apprenticeship program.

The Contractor shall provide the names of all apprentices on the project, verification of their status as registered apprentices, and documentation as to their proper wage rates and journeyman to apprentice ratios as determined by the apprenticeship program.

The County reserves the right to terminate this Contract for cause if the Contractor and/or subcontractors shall breach any of these provisions regarding the payment of prevailing wages or the apprenticeship program.

The Contractor shall cause these and any other appropriate prevailing wage rate and apprenticeship program provisions to be inserted in all subcontracts relative to the work to bind the subcontractors to the same prevailing wage rate and apprenticeship program provisions as are applicable to the Contractor.

The Contractor shall verify that all persons working on this Project, whether Contractor’s employees or subcontractor’s employees have valid work permits issued by the United States government. Contractor shall maintain copies of work documentation in his office, available for inspection during normal working hours for all employees working on this site.

18. Applicable Law and Venue. The law is hereby agreed to be the law of the State of Texas and venue shall lie in El Paso County, Texas.

19. Successors and Assigns. Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the Owner.

In witness whereof, this agreement is entered into on this the ____ day of _____, 2020.

OWNER – THE COUNTY OF EL PASO

By _____
Ricardo A. Samaniego, County Judge

Norma Rivera-Palacios
El Paso County Executive Public Works Director

CONTRACTOR – PC AUTOMATED CONTROLS, INC.

By _____

Printed Name

Title

Exhibit A
Contractor's Proposal




**Replacement and Installation of Two (2) New
Carrier Chillers at the Downtown Detention Center**

Region 19 Contract RFP 18-7285

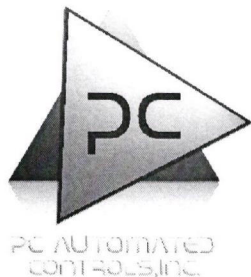
PC Automated Controls, Inc. El Paso, Texas	
Description	Total Cost
Two (2) Carrier Chillers 30RBX1606--HMG-3, A/C Rotary Scroll Chiller, Voltage: 460/3/60, Capacity: 160-Tons Cooling	\$220,525.60

Note: Includes two (2) year warranty on parts & labor


Approved By (Signature)

John Green
Approved By (Print)

10/20/20
Date



10279 Dyer Street
El Paso, TX 79924
P: (915) 751-0313
F: (915) 751-2018

TACLA16026C
TECL25635
NML88035

PROPOSAL

1/15/2021

El Paso County Jail
601 E. Overland El Paso, TX 79901

Proposal# 20-0531

Description: El Paso County Jail : Replace
Carrier Chillers # 2 and #4

Attn: Dahn Green

Site Info: 600 E. Overland St. El Paso, TX
79901

We at PC Automated Controls are pleased to provide these Proposals
for your review and approval. We shall provide the following :

The removal and disposal of the two Carrier Chillers marked #2 and #4.

The new **Carrier Chillers** will be *M/N : 30RBX1606--HMG-3, A/C Rotary
Scroll Chiller, Voltage: 460/3/60, Capacity: 160-Tons Cooling.*

Two new Carrier Chillers of the same capacity as the existing will be set once
the two existing chillers are removed.

These two new Carrier Chillers come with a **2 Year Parts & Labor Warranty.**

New isolation butterfly valves will be installed with the two new Chillers.

A crane will be hired to remove the two existing and set in place the two new chillers.

Here is the Estimate Break Down :

Total Man Hours (TMH) = 87.42 x \$82.00 per Hr. \$7,168.00

Total Equipment, Materials & Sub-Contractors = \$167,339.30

These Materials mark up over \$2,500.00 at 27.5% \$213,357.60

Sub - Total \$220,525.60

Performance and Payment Bond for this Project

GRAND TOTAL

\$5,950.80
***** **\$226,476.40** *****

We will adhere to the *El Paso 2020 Prevailing Wage Rates* in this Bid.

This Estimate was compiled using the A S C Allied States Cooperatives
Contract # 18-7285 with the markup on materials Over \$2,500.00 at 27.5 %
Labor rates of \$82.00 per hour for Certified & Licensed.
This work will be performed during regular business hours.
This Estimate does not contain any Taxes.

Line Items:

Line 1- Carpet Installation

1.1- Installation charge per square yard for glue down carpet

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	SQ. YD	\$3.50
Veliz Construction (Veliz Company, LLC)	1	SQ. YD	\$4.00
Lariat Builders Group Corp	1	SQ. YD	\$26.00

1.2- Removal charge per square yard for removal of glue down carpet

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	SQ. YD	\$1.50
Veliz Construction (Veliz Company, LLC)	1	SQ. YD	\$3.06
Lariat Builders Group Corp	1	SQ. YD	\$4.50

1.3- Sanding & smoothing of surfaces when required

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	SQ. YD	\$1.25
Veliz Construction (Veliz Company, LLC)	1	SQ. YD	\$2.76
Lariat Builders Group Corp	1	SQ. YD	\$40.00

1.4- Mark Up over cost for purchases less than \$2500

Supplier	QTY	UOM	Markup
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	20
Lariat Builders Group Corp	1	EA	20

1.5- Mark Up over cost for purchases more than \$2500

Supplier	QTY	UOM	Markup
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	15
Lariat Builders Group Corp	1	EA	20

Line 2- Tile Installation

2.1- Installation charge per square yard for glue down tile

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	SQ. YD	\$3.25
Veliz Construction (Veliz Company, LLC)	1	SQ. YD	\$7.35
Phoenix General Contractors, LLC	1	SQ. YD	\$10.00
Lariat Builders Group Corp	1	SQ. YD	\$36.00

2.2- Removal charge per square yard for removal of glue down tile

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	SQ. YD	\$1.50
Veliz Construction (Veliz Company, LLC)	1	SQ. YD	\$4.19
Lariat Builders Group Corp	1	SQ. YD	\$6.00
Phoenix General Contractors, LLC	1	SQ. YD	\$10.00

2.3- Sanding & smoothing of surfaces when required

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	SQ. YD	\$1.25
Veliz Construction (Veliz Company, LLC)	1	SQ. YD	\$2.76
Phoenix General Contractors, LLC	1	SQ. YD	\$15.00
Lariat Builders Group Corp	1	SQ. YD	\$40.00

2.4- Mark Up over cost for purchases less than \$2,500

Supplier	QTY	UOM	Markup
Phoenix General Contractors, LLC	1	EA	10
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	20
Lariat Builders Group Corp	1	EA	20

2.5- Mark Up over cost for purchases more than \$2,500

Supplier	QTY	UOM	Markup
Phoenix General Contractors, LLC	1	EA	10
Veliz Construction (Veliz Company, LLC)	1	EA	15
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Lariat Builders Group Corp	1	EA	20

Line 3- Institutional Food Service Equipment Repair - On Site**3.1- Licensed Electrician**

Supplier	QTY	UOM	Unit Price
Veliz Construction (Veliz Company, LLC)	1	Hour	\$57.10
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$60.00
Lariat Builders Group Corp	1	Hour	\$90.00

3.2- General Repairs - Certified & Licensed

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$50.00
Lariat Builders Group Corp	1	Hour	\$50.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$52.35

3.3- Helper - Non Certified & Licensed

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$30.00
Lariat Builders Group Corp	1	Hour	\$35.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$37.80

3.4- Mark Up over cost for purchases less than \$2,500

Supplier	QTY	UOM	Markup
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Lariat Builders Group Corp	1	EA	20
Veliz Construction (Veliz Company, LLC)	1	EA	20

3.5- Mark Up over cost for purchases more than \$2,500

Supplier	QTY	UOM	Markup
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	15
Lariat Builders Group Corp	1	EA	20

Line 4- Glass Repair & Installation - On Site

4.1- Installation

Supplier	QTY	UOM	Unit Price
ESA Construction Inc.	1	Hour	\$33.25
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$35.00
Lariat Builders Group Corp	1	Hour	\$40.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$75.00

4.2- Mark Up over cost for purchases less than \$2,500

Supplier	QTY	UOM	Markup
ESA Construction Inc.	1	EA	15
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Lariat Builders Group Corp	1	EA	20
Veliz Construction (Veliz Company, LLC)	1	EA	20

4.3- Mark Up over cost for purchases more than \$2,500

Supplier	QTY	UOM	Markup
ESA Construction Inc.	1	EA	12
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	15
Lariat Builders Group Corp	1	EA	20

Line 5- Electrical Contractor - On Site**5.1- Master Electrician**

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$50.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$58.20
Native Power Systems, Inc.	1	Hour	\$60.00
Phoenix General Contractors, LLC	1	Hour	\$65.00
Volter Electrical	1	Hour	\$70.00
Lariat Builders Group Corp	1	Hour	\$85.00
Suntech Mechanical Inc	1	Hour	\$95.00

5.2- Journeyman

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$45.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$45.30
Native Power Systems, Inc.	1	Hour	\$50.00
Volter Electrical	1	Hour	\$60.00
Phoenix General Contractors, LLC	1	Hour	\$60.00
Lariat Builders Group Corp	1	Hour	\$75.00
Suntech Mechanical Inc	1	Hour	\$85.00

5.3- Helper

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$25.00
Volter Electrical	1	Hour	\$30.00
Phoenix General Contractors, LLC	1	Hour	\$35.00
Native Power Systems, Inc.	1	Hour	\$35.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$39.15
Suntech Mechanical Inc	1	Hour	\$45.00
Lariat Builders Group Corp	1	Hour	\$65.00

5.4- Mark Up over cost for purchases less than \$2,500

Supplier	QTY	UOM	Markup
Suntech Mechanical Inc	1	EA	0.28
Phoenix General Contractors, LLC	1	EA	10
Native Power Systems, Inc.	1	EA	15
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Lariat Builders Group Corp	1	EA	20
Veliz Construction (Veliz Company, LLC)	1	EA	20
Volter Electrical	1	EA	30

5.5- Mark Up over cost for purchases more than \$2,500

Supplier	QTY	UOM	Markup
Suntech Mechanical Inc	1	EA	0.22
Phoenix General Contractors, LLC	1	EA	10
Veliz Construction (Veliz Company, LLC)	1	EA	15
Native Power Systems, Inc.	1	EA	15
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Lariat Builders Group Corp	1	EA	20

Line 6- Heating Ventilation & Cooling Contractor - On Site**6.1- Licensed & Certified**

Supplier	QTY	UOM	Unit Price
GAP Air Conditioning and Heating (Gutierrez Moctezuma and Assoc)	1	Hour	\$45.00
Technical Building Services	1	Hour	\$50.00
Desert Contracting	1	Hour	\$55.00
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$60.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$62.25
Phoenix General Contractors, LLC	1	Hour	
Volter Electrical	1	Hour	\$70.00
			\$72.00 \$82.00
PC Automated Controls, Inc.	1	Hour	*updated as of 02/12/2020
Suntech Mechanical Inc	1	Hour	\$85.00
Lariat Builders Group Corp	1	Hour	\$85.00
Pueblo Mechanical & Controls, Inc.	1	Hour	\$88.00

6.2- Mark Up over cost for purchases less than \$2,500

Supplier	QTY	UOM	Markup
Suntech Mechanical Inc	1	EA	0.28
Desert Contracting	1	EA	10
Phoenix General Contractors, LLC	1	EA	10
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
GAP Air Conditioning and Heating (Gutierrez Moctezuma and Assoc)	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	20
Lariat Builders Group Corp	1	EA	20
Pueblo Mechanical & Controls, Inc.	1	EA	20
Technical Building Services	1	EA	20
Volter Electrical	1	EA	30
PC Automated Controls, Inc.	1	EA	35

6.3- Mark Up over cost for purchases more than \$2,500

Supplier	QTY	UOM	Markup
Suntech Mechanical Inc	1	EA	0.2
Desert Contracting	1	EA	10
Phoenix General Contractors, LLC	1	EA	10
GAP Air Conditioning and Heating (Gutierrez Moctezuma and Assoc)	1	EA	10
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	15
Pueblo Mechanical & Controls, Inc.	1	EA	20
Lariat Builders Group Corp	1	EA	20
Technical Building Services	1	EA	20
Volter Electrical	1	EA	20
PC Automated Controls, Inc.	1	EA	27.5

Line 7- Plumbing Contractor - On Site**7.1- Master Plumber**

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$48.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$62.30
Phoenix General Contractors, LLC	1	Hour	\$65.00
Desert Contracting	1	Hour	\$65.00
Volter Electrical	1	Hour	\$85.00
Lariat Builders Group Corp	1	Hour	\$89.00
Suntech Mechanical Inc	1	Hour	\$95.00

7.2- Licensed Plumber

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$40.00
Desert Contracting	1	Hour	\$55.00
Phoenix General Contractors, LLC	1	Hour	\$60.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$61.80
Volter Electrical	1	Hour	\$70.00
Lariat Builders Group Corp	1	Hour	\$75.00
Suntech Mechanical Inc	1	Hour	\$85.00

7.3- Helper - Non Licensed

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$20.00
Desert Contracting	1	Hour	\$20.00
Volter Electrical	1	Hour	\$30.00
Suntech Mechanical Inc	1	Hour	\$35.00
Phoenix General Contractors, LLC	1	Hour	\$35.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$49.45
Lariat Builders Group Corp	1	Hour	\$60.00

7.4- Mark Up over cost for purchases less than \$2,500

Supplier	QTY	UOM	Markup
Suntech Mechanical Inc	1	EA	0.28
Desert Contracting	1	EA	10
Phoenix General Contractors, LLC	1	EA	10
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	20
Lariat Builders Group Corp	1	EA	20
Volter Electrical	1	EA	30

7.5- Mark Up over cost for purchases more than \$2,500

Supplier	QTY	UOM	Markup
Suntech Mechanical Inc	1	EA	0.2
Desert Contracting	1	EA	10
Phoenix General Contractors, LLC	1	EA	10

Veliz Construction (Veliz Company, LLC)	1	EA	15
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Lariat Builders Group Corp	1	EA	20
Volter Electrical	1	EA	20

Line 8- Welding Contractor - On Site

8.1- Certified Welder

Supplier	QTY	UOM	Unit Price
ESA Construction Inc.	1	Hour	\$37.10
Phoenix General Contractors, LLC	1	Hour	\$45.00
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$45.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$61.80
Pueblo Mechanical & Controls, Inc.	1	Hour	\$85.00
Suntech Mechanical Inc	1	Hour	\$85.00
K&S Welding, LLC	1	Hour	\$110.00

8.2- Licensed (Skilled) Welder

Supplier	QTY	UOM	Unit Price
Phoenix General Contractors, LLC	1	Hour	\$35.00
ESA Construction Inc.	1	Hour	\$37.10
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$40.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$54.65
Suntech Mechanical Inc	1	Hour	\$65.00
Pueblo Mechanical & Controls, Inc.	1	Hour	\$78.00
K&S Welding, LLC	1	Hour	\$110.00

8.3- Helper - Non Licensed

Supplier	QTY	UOM	Unit Price
Phoenix General Contractors, LLC	1	Hour	\$19.00
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$20.00
ESA Construction Inc.	1	Hour	\$27.18
Suntech Mechanical Inc	1	Hour	\$35.00
K&S Welding, LLC	1	Hour	\$35.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$39.15
Pueblo Mechanical & Controls, Inc.	1	Hour	\$55.00

8.4- Mark Up over cost for purchases less than \$2,500

Supplier	QTY	UOM	Markup
Suntech Mechanical Inc	1	EA	0.28
Phoenix General Contractors, LLC	1	EA	10
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
ESA Construction Inc.	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	20
Pueblo Mechanical & Controls, Inc.	1	EA	20
K&S Welding, LLC	1	EA	20

8.5- Mark Up over cost for purchases more than \$2,500

Supplier	QTY	UOM	Markup
Phoenix General Contractors, LLC	1	EA	0
Suntech Mechanical Inc	1	EA	0.2
ESA Construction Inc.	1	EA	12
PRIDE GENERAL CONTRACTORS LLC	1	EA	15

Veliz Construction (Veliz Company, LLC)	1	EA	15
Pueblo Mechanical & Controls, Inc.	1	EA	20
K&S Welding, LLC	1	EA	20

Line 9- Carpentry Contractor - On Site

9.1- Certified Carpenter

Supplier	QTY	UOM	Unit Price
Phoenix General Contractors, LLC	1	Hour	\$27.41
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$35.00
ESA Construction Inc.	1	Hour	\$37.10
Lariat Builders Group Corp	1	Hour	\$50.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$51.25
Suntech Mechanical Inc	1	Hour	\$85.00

9.2- Licensed Carpenter

Supplier	QTY	UOM	Unit Price
Phoenix General Contractors, LLC	1	Hour	\$22.00
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$30.00
ESA Construction Inc.	1	Hour	\$37.10
Lariat Builders Group Corp	1	Hour	\$45.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$49.25
Suntech Mechanical Inc	1	Hour	\$65.00

9.3- Helper - Non Licensed

Supplier	QTY	UOM	Unit Price
Phoenix General Contractors, LLC	1	Hour	\$19.03
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$20.00
ESA Construction Inc.	1	Hour	\$27.18
Lariat Builders Group Corp	1	Hour	\$35.00
Veliz Construction (Veliz Company, LLC)	1	Hour	\$39.15
Suntech Mechanical Inc	1	Hour	\$45.00

9.4- Mark Up over cost for purchases less than \$2,500

Supplier	QTY	UOM	Markup
Suntech Mechanical Inc	1	EA	0.28
Phoenix General Contractors, LLC	1	EA	10
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
ESA Construction Inc.	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	20
Lariat Builders Group Corp	1	EA	20

9.5- Mark Up over cost for purchases more than \$2,500

Supplier	QTY	UOM	Markup
Suntech Mechanical Inc	1	EA	0.2
Phoenix General Contractors, LLC	1	EA	10
ESA Construction Inc.	1	EA	12
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	15
Lariat Builders Group Corp	1	EA	20

10- Masonry Contractor - On Site

10.1- Master Mason

Supplier	QTY	UOM	Unit Price
Phoenix General Contractors, LLC	1	Hour	\$27.41
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$30.00
Lariat Builders Group Corp	1	Hour	\$35.00
ESA Construction Inc.	1	Hour	\$37.10
Veliz Construction (Veliz Company, LLC)	1	Hour	\$49.75
Suntech Mechanical Inc	1	Hour	\$85.00

10.2- Licensed Mason

Supplier	QTY	UOM	Unit Price
Phoenix General Contractors, LLC	1	Hour	\$22.00
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$28.00
Lariat Builders Group Corp	1	Hour	\$30.00
ESA Construction Inc.	1	Hour	\$37.10
Veliz Construction (Veliz Company, LLC)	1	Hour	\$47.75
Suntech Mechanical Inc	1	Hour	\$65.00

10.3- Helper - Non Licensed

Supplier	QTY	UOM	Unit Price
Lariat Builders Group Corp	1	Hour	\$18.00
Phoenix General Contractors, LLC	1	Hour	\$19.03
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$20.00
ESA Construction Inc.	1	Hour	\$27.18
Veliz Construction (Veliz Company, LLC)	1	Hour	\$38.80
Suntech Mechanical Inc	1	Hour	\$45.00

10.4- Mark Up over cost for purchases less than \$2,500

Supplier	QTY	UOM	Markup
Suntech Mechanical Inc	1	EA	0.28
Phoenix General Contractors, LLC	1	EA	10
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
ESA Construction Inc.	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	20
Lariat Builders Group Corp	1	EA	20

10.5- Mark Up over cost for purchases more than \$2,500

Supplier	QTY	UOM	Markup
Suntech Mechanical Inc	1	EA	0.2
Phoenix General Contractors, LLC	1	EA	10
ESA Construction Inc.	1	EA	12
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	15
Lariat Builders Group Corp	1	EA	20

Line 11- Painting Contractor - On Site**11.1- Skilled Painter**

Supplier	QTY	UOM	Unit Price
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$25.00
Phoenix General Contractors, LLC	1	Hour	\$25.00
ESA Construction Inc.	1	Hour	\$28.03
Veliz Construction (Veliz Company, LLC)	1	Hour	\$42.55
Lariat Builders Group Corp	1	Hour	\$56.00
Suntech Mechanical Inc	1	Hour	\$65.00

11.2- Common Painter

Supplier	QTY	UOM	Unit Price
Phoenix General Contractors, LLC	1	Hour	\$19.03
PRIDE GENERAL CONTRACTORS LLC	1	Hour	\$20.00
ESA Construction Inc.	1	Hour	\$28.03
Veliz Construction (Veliz Company, LLC)	1	Hour	\$39.15
Lariat Builders Group Corp	1	Hour	\$40.00
Suntech Mechanical Inc	1	Hour	\$45.00

11.3- Mark Up over cost for purchases less than \$2,500

Supplier	QTY	UOM	Markup
Suntech Mechanical Inc	1	EA	0.28
Phoenix General Contractors, LLC	1	EA	10
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
ESA Construction Inc.	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	20
Lariat Builders Group Corp	1	EA	20

11.4- Mark Up over cost for purchases more than \$2,500

Supplier	QTY	UOM	Markup
Suntech Mechanical Inc	1	EA	0.22
Phoenix General Contractors, LLC	1	EA	10
ESA Construction Inc.	1	EA	12
PRIDE GENERAL CONTRACTORS LLC	1	EA	15
Veliz Construction (Veliz Company, LLC)	1	EA	15
Lariat Builders Group Corp	1	EA	20

Line 12- Other Skilled Labor Services Not Listed Above

PRIDE GENERAL CONTRACTORS LLC	1	HR	\$25.00
Lariat Builders Group Corp	1	HR	\$26.00
Phoenix General Contractors, LLC	1	HR	\$27.00
Shelby Distributions Inc. (Express Office Products)	1	HR	\$42.00
Technical Building Services	1	HR	\$50.00
Suntech Mechanical Inc	1	HR	\$65.00
PC Automated Controls, Inc.	1	HR	\$88.00 \$101.00 *updated as of 02/12/2020
ERMC Aviation, LLC	1	HR	\$90.00
Pueblo Mechanical & Controls, Inc.	1	HR	\$105.00
K&S Welding, LLC	1	HR	\$145.00

PRIDE GENERAL CONTRACTORS LLC	Landscape/Ground Coverings, Concrete Work, Demolition, Tile Setting
Lariat Builders Group Corp	Labor hours for cleaning crew members, on horizontal cleaning, structure cleaning (if not specified on estimate). A separate rate will be charge for after hours
Phoenix General Contractors, LLC	Concrete, Drywall Removal and Install, Roofer Removal and Installation
Shelby Distributions Inc. (Express Office Products)	The Shelby Distributions labor service team has the capability to aid in the movement of an individual, department or operation to a new facility or location within our designated geographic and skilled service area. The labor service capabilities of the Shelby Distributions team include but are not limited to the disassembly, transportation, modification and re-assembly of existing non-architectural furniture, furnishings, configurations/layouts and prepackaged items per a predetermined scope of work. Materials required that do not constitute labor (i.e. corrugated boxes, tape, bubble-wrap, etc.) are to be packaged and supplied by the customer prior to the conducting of labor service, but can be procured from Shelby Distributions. Please reference the Shelby Distributions Labor Service Terms and Conditions for further clarification.
Technical Building Services	Energy management controls
Suntech Mechanical Inc	Backhole operator, forklift operator, drywall patch skilled labor, concrete patch skilled labor
PC Automated Controls, Inc.	HVAC Direct Digital Controls Services
ERMC Aviation, LLC	ERMC will provide Maintenance Technicians to perform Maintenance, Repairs, Operations, Refurbishments, and installs of Passenger Boarding Bridges, Ground Support Equipment, Baggage Handling Systems, Controls Support, and Conveyance equipment for Airports and Airlines. Hourly rate quoted is straight time rate. Overtime rate of \$135.00 per hour would apply for work over 8 hours in one day, emergency call outs off-hours (outside hours of 8am – 5pm), and holiday work. Travel time to be billed at \$60.00 per hour. Cost of travel (airfare, accommodations, per diem, fuel, etc...) to be billed at cost plus 15% markup. Special rental equipment, replacement parts, materials, etc. to be billed at cost plus 15% markup.
Pueblo Mechanical & Controls, Inc.	Controls Technician - Energy Management and Control Systems (EMCS): Duties include pretesting, operational (functional), and final testing; final tuning; alignment; and/or calibration of highly complex energy management systems, components, and/or sub-assemblies. Install, overhaul, repair, fabricate, and/or modify electronically controlled industrial systems, components, and/or sub-assemblies. Perform preventive maintenance on electronic control systems to include disassembly, cleaning, reassembly, and calibration. Utilize safety and security practices and procedures following established rules and regulations and maintains a safe, clean, and secure work environment.
K&S Welding, LLC	Certified Pipe Welder

Pride General Contractors, LLC: Pressure washing - \$25.00/hour

*added 1/9/19

Line 13- Percent Markup on Items Not Listed Above

Suntech Mechanical Inc	1	EA	0.28
Phoenix General Contractors, LLC	1	EA	10
ERMC Aviation, LLC	1	EA	15
Pueblo Mechanical & Controls, Inc.	1	EA	20
Technical Building Services	1	EA	20
Lariat Builders Group Corp	1	EA	20

Approved by: _____
(Armando Aguirre – Executive Director)
(Armando Aguirre – Executive Director)
(Armando Aguirre – Executive Director)

Date: _____
(March 22, 2018)
(January 9, 2019)
(February 24, 2020)

Exhibit B
Terms & Conditions

TERMS AND CONDITIONS

- 1. Acceptance** - This proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (Customer) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the proposal by placing an order, without the addition of any other terms and conditions of sale or any other modifications, Customer's order shall be deemed acceptance of the proposal subject to Company's terms and conditions. This agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with customer. If company and customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
- 2. Pricing and Taxes** - Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificate evidencing Customers tax exempt status. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
- 3. Payment and Taxes** - Payment shall be made 1.25% 10/net 30 days from date of invoice. Company reserves the right to require cash payment or other alternative method of payment prior to completion of work if Company determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the 30 days payment term. In addition to the Agreement price, the Customer shall pay Company any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement. Should a payment become thirty (30) days or more delinquent, Company may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- 4. Exclusions** - Company is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casing, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, and boiler refractory, disconnects switches and circuit breakers. Company is not responsible for repairs, replacements, alterations, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system and tear, or any other cause beyond Company. Company is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, or products or material containing asbestos or similar hazardous material in the course of performing its work. Company may suspend its work and remove employees from the project, until such product or material, and any hazards connected with it are abated. Company shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction. Company shall not be required to perform tests, install any item of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal, or other authority. However, in the event any such recommendations occur, Company, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Company shall not be required to repair or replace equipment that has not been properly maintained. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall company be required to perform work company reasonably believes is outside of the defined work without a written change order signed by Customer and Company.
- 5. Additional Services** - Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon request of Customer's written authorization and invoiced at Company prevailing labor rates and part charges. Additional services or parts shall be supplied under the terms of this Agreement. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount or on a time-and-material basis at Company's rates then in effect) over the sum stated in this agreement.
- 6. Performance** - Company shall perform the Work in accordance with industry standards. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
- 7. Working Hours** - All services performed under this Agreement including major repairs are to be provided during Company normal working hours unless otherwise agreed.
- 8. Completion** - Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Customer shall inspect the work in the presence of Company's representative, and Customer shall either (a) accept the work in its entirety in writing, or (b) accept the work in part and specifically identify, in writing, any exception items.
- 9. Permits and Governmental Fees** - Company shall secure with Customers assistance and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the work. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, company will invoice customer for such costs.
- 10. Pre-Existing Conditions** - Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the work site before commencement date of this agreement.
- 11. Delays** - Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement. Asbestos and Hazardous Materials and other services in connection with this agreement expressly excludes any identification, abatement, clean-up, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl (PCB) or other hazardous materials. Should company become aware of or suspect the presence of Hazardous Materials, company may immediately stop work in the affected area and shall notify customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations.
- 12. Indemnity** - To the fullest extent permitted by law, Customer shall indemnify and hold harmless Company, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Company.
- 13. Force Majeure** - Company's duty to perform under this Agreement is contingent upon the non-occurrence of an event of Force Majeure. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; Earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labor disputes; labor/labor or material shortages; sabotage; restraint by court order or public authority or action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company.
- 14. Warranty** - Company warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Company also warrants all

Company parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective with one year from date of this agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Company shall at its option repair, replaced, or issue a credit, for any such parts, components or service, provided they were not damaged, abused or affected by chemical properties. Any claim for defective workmanship must be provided to Company in writing. This Warranty is in Lieu of all other Warranties, express, implied or statutory including the implied warranties of merchantability and fitness for a particular purpose. Company obligation to repair, replace, or issue credit for defective parts, components or service shall be Customers exclusive remedy. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect. This warranty is null and void if: Any non-authorized modifications have been made to the equipment, or if it has been subjected to misuse, neglect or accident, or if the equipment has been serviced and/or repaired by another service provider other than Company.

15. Limitation of Liability - Under no circumstances shall Company be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Company shall be liable for damage to property, other than the equipment provided under this Agreement, and to person, to the extent that Company negligent acts or omissions directly contributed to such injury or property damage. Company maximum liability for any reason (except for personal injuries) shall consist of the refunding all of the moneys paid by Customer to Company under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Company.

16. Proprietary Rights - During the terms of the Agreement and in combination with certain services, Company may elect to install, attach to Customer equipment, or provide portable devices (hardware or software) that shall remain the personal proprietary devices shall become a fixture of the Customer locations. Customer shall not acquire any interest, title, or equity in any hardware, software, processes, and other intellectual proprietary rights to devices which are used in connection with providing service on Customer equipment.

17. Customer Responsibilities - Customer shall: a. Provide a safe work environment b. Permit access to Customer's site, and use of building services including but not limited to: water, heat, elevators, receiving dock facilities, electrical service and local telephone service utilities required for performance of work. c. Keep areas adjacent to equipment free of extraneous materials, move any stock, fixtures, walls, or partitions that may be necessary to perform the specified service. d. Promptly notify Company of any unusual operating conditions. e. Upon agreement of a timely mutual schedule, allow Company to stop an start equipment necessary to perform service. f. Provide adequate water treatment. g. Provide the daily routing equipment operation (if not part of this Agreement) including availability of routine equipment log readings. h. Where Company remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability i. Operate the equipment properly and in accordance with instructions j. Provide access to the work site during regular business hours, or such other hours as may be requested by company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted.

18. Equipment Condition & Recommended Services - Upon the initial schedule operating and/or initial annual stop inspection, Company determines the need for repairs or replacement. Company will provide the Customer in writing an 'equipment condition' report including recommendation for corrections and the price in addition to this Agreement.

19. Customer Termination - Customer shall have the right to terminate the Agreement for Company non-performance provided that Company Inc. fails to correct such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this agreement Company shall have free access to enter Customer locations disconnect and remove any Company personal property or devices as well as remove any and all Company -owned parts, tools, and personal property. Additionally, Customer agrees to pay Company for all incurred but unamortized service cost performed by Company including overhead and a reasonable profit.

20. Company Termination - Company reserves the right to discontinue its service any time payments have not been made as agreed or if alternations, additions or repairs made to equipment during term of this agreement by others without prior agreement between Customer and Company.

21. Waste Disposal - Customer is wholly responsible for the removal and proper disposal of waste, oil, refrigerant and any other material generated during the term of this Agreement.

22. Claims - Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strictly liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event Company must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Company all court costs and attorneys' fees incurred by Company.

23. Government Procurements - Company offers standard commercial items which may not comply with Government specification. Company does not comply with the Cost Accounting Standard (CAS) not with the Federal Acquisition Regulation (FAR). In no event shall Company provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.

24. Supersedure, Assignment, and Modification - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written statements. Customer may assign the Agreement only with Company prior written consent. No modifications to this Agreement shall be binding unless in writing and signed by both parties.

www.pcautomatedcontrols.com

"Regulated by The Texas Department of Licensing and Regulation
P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599
www.tdlr.texas.gov"

Thank you for allowing PC Automated Controls, Inc. to be of service to you and your company once again.
If you have any questions, please call me at 915-751-0313.

Sincerely,

George Balderrama

Accepted By: _____
Title: _____

Date: _____
PO#: _____

Exhibit C

Insurance

INSURANCE REQUIREMENTS

Contractor agrees that, at its own cost and expense, it shall procure and continue in force throughout the term of this Agreement, for the benefit of the County of El Paso, its officers, agents, and employees, the following listed insurance in the designated amounts. All such policies of insurance shall be written by insurance underwriters authorized to do business in the State of Texas. All policies shall name the County of El Paso, its officers, agents, and employees as additional insureds. Contractor shall furnish to the El Paso County Risk Manager a certificate from the insurance carrier showing such insurance to be in full force and effect during the term of this Agreement. Said certification shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to the El Paso County Risk Manager thirty (30) days in advance of the effective date thereof.

1. Worker's compensation Including Occupational Disease, and Employer's Liability Insurance: Procure, and maintain during the life of the contract, Statutory Worker's Compensation Insurance and Occupation Disease Disability Insurance in strict accordance with requirements of the most current and applicable State Workmen's Compensation Insurance Laws for all employees engaged in Work under the contract, and in case any Work is sublet, require each subcontractor to provide Worker's Compensation and Occupational Disease Disability Insurance for the latter's employees engaged in such Work. In case any class of employees engaged in hazardous Work under his Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate Employer's Liability Insurance for the protection of his employees not otherwise protected.

2. Commercial and comprehensive General Liability, including Products Liability and Completed Operations: (Note "Indemnity" clause hereinafter.) Procure, and maintain during the life of the Contract, full comprehensive General Liability and Property Damage Insurance coverage. This coverage shall provide protection from claims for damages for personal injury and bodily injury including in part sickness, disease, and from claims for damages to property (including "Broad Form"), which may arise directly or indirectly out of, or in connection with, the performance of the Work under the Contract by the Contractor or by any of his subcontractors or by anyone directly or indirectly employed by either of them or under the control of either of them, and the minimum amount of such insurance shall be as follows:

(a) Bodily Damage and Public Liability Insurance is an amount not less than **\$5,000,000.00** for damages arising out personal injury and bodily injury including in part: sickness, disease or death of one person and subject to the same limit for each person and in an amount not less than **\$5,000,000.00** in any one occurrence; and Property Damage Insurance (Broad Form) in an amount not less than **\$5,000,000.00** for damages arising out of injury to or destruction of property of others in any one occurrence with an aggregate limit in the same amount.

(b) The Property Damage portion of this coverage shall include such hazardous operations as explosion, collapse and underground exposure coverage. In addition, completed Operations Insurance coverage shall be maintained after completion and acceptance of the project for the full guarantee and maintenance period.

(c) **Automobile Liability and Property Damage Insurance:** Procure, and maintain during the life of the Contract, Comprehensive Automobile Liability and Property Damage Insurance coverage on all vehicles used in connection with the Contract, whether owned, non-owned, or hired. The liability limits shall be not less than **\$1,000,000.00** for injury or death of each person and in an amount not less than **\$1,000,000.00** in any one occurrence; and Property Damage limits of not less than **\$1,000,000.00** in any on occurrence.

(d) **Owner's Protective Liability Policy:** Provide the Owner with an Owner's Protective Liability Policy naming the Worker as the named insured, with the Engineer, and each of their officers, agents, and employees as additionally insured under that policy, said policy to protect said parties from claims which may arise from operations under the Contract. This coverage shall be the same company which provides the Contractor's liability insurance coverage, and in the same minimum amounts.

(e) **Contractual Liability Coverage:** Each and ever policy for liability insurance carried by each Contractor and Subcontractor will include a "Broad Form Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "indemnity" hereinafter set forth.

(f) **Indemnity:** TO THE EXTENT PERMISSIBLE BY LAW, THE CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, LIABILITY OR DAMAGE OF ANY CHARACTER AND FROM AND AGAINST COSTS AND EXPENSES, INCLUDING IN PART, ATTORNEY FEES, INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS, CLAIMS LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON, OR DAMAGE TO PROPERTY, INCLUDING IN PART THE LOSS OF USE RESULTING THEREFROM, BASED UPON OR ALLEGEDLY BASED UPON ANY ACT, OMISSION OR OCCURRENCE OF THE CONTRACTOR OR HIS EMPLOYEES, AGENTS, SUBCONTRACTORS, OR SUPPLIERS, OR ANYONE ELSE UNDER THE CONTRACTOR'S DIRECTION AND CONTROL, (REGARDLESS IF CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER), AND ARISING OUT OF, OCCURRING IN CONNECTION WITH, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES CALLED FOR BY THE CONTRACT, OR FORM CONDITIONS CREATED BY THE PERFORMANCE OR NO-PERFORMANCE OF SAID WORK OR SERVICES.

(g) **Builder's Risk "All-Risk" Insurance:** In addition to such Fire and Extended Insurance coverage which the Contractor elects to carry for his own protection, he shall procure and shall maintain for the life of the Contract, Builder's Risk "All-Risk" Completed Value insurance coverage, including, but not limited to, Fire and standard Extended Insurance coverage, Vandalism and Malicious Mischief, upon the full insurable value of all portions of the Work which is the subject of the Contract and subject to a loss for which such Builder's Risk "All-Risk" insurance coverage gives protection and shall include completed Work and Work in progress. Value of this policy shall be fixed to the total bid price on the Bid Form. This coverage shall be with an insurance company or companies acceptable to the Owner.

(h) **Boiler and/or Machinery Insurance:** Boiler and/or Machinery Insurance, where appropriate and necessary, shall be procured and maintained by the Contractor until the Work has been completed and accepted by the Owner.

(i) In addition to general liability insurance, contractor shall procure and maintain for the life of the contract Worker's Compensation Insurance in the following minimum amounts: **\$1,000,000.00 – Employer's Liability – Each Accident; \$1,000,000.00 – Employer's Liability – Each Employee; \$1,000,000.00 Employer's Liability – Disease – Policy Limit.** Such insurance shall also include a waiver of subrogation.

Exhibit D
Wage Rates



2020 PREVAILING WAGE RATES BUILDING

CLASSIFICATION	BASE WAGE	BENEFITS	HOURLY PREVAILING WAGE RATE	(8 HOURS) PER DIEM WAGE RATE
Asbestos/Lead Abatement/Mold Remediation	31.51	12.06	43.57	348.56
Automatic Fire Sprinkler Fitter, Certified	30.64	21.68	52.32	418.56
Block, Brick, and Stone Mason	17.97	0.00	17.97	143.76
Carpenters – Acoustical Ceiling Installation	17.36	0.00	17.36	138.88
Carpenter – Rough	17.64	0.00	17.64	141.12
Carpenter – All Other Work	17.40	0.00	17.40	139.20
Caulker / Sealers	11.29	0.00	11.29	90.32
Cement and Concrete Finishers	16.30	0.00	16.30	130.40
Commercial Truck Driver	14.75	0.00	14.75	118.00
Communication/Security Technician	16.50	2.12	18.62	148.96
Crane and Heavy Equipment Operator	31.05	0.00	31.05	248.40
Door & Hardware Specialist	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile Installers	14.40	0.00	14.40	115.20
Drywall Finishers & Tapers	15.55	0.00	15.55	124.40
Electrician	22.70	7.32	30.02	240.16
Elevator Installers and Repairers	31.35	15.10	46.45	371.60
Fence Erectors – Include with Skilled Labor	10.00	0.00	10.00	80.00
Floor Layers- Carpet and Resilient	12.87	0.00	12.87	102.96
Floor Layers- Specialty	13.00	0.00	13.00	104.00
Floor Layers - Wood	11.50	0.00	11.50	92.00
Glaziers	15.86	1.00	16.86	134.88
Hazardous Materials Removal Workers	10.00	0.00	10.00	80.00
Heating, Air Conditioning and Refrigeration Service Technician	31.14	12.43	43.57	348.56
Insulation Workers – Mechanical	31.26	11.96	43.22	345.76
Irrigator – Landscape, Certified	15.28	0.00	15.28	122.24
Laborer	13.13	0.58	13.71	109.68
Locksmith	12.00	1.35	13.35	106.80
Mechanic	17.00	0.00	17.00	136.00
Painters - Building	13.86	0.00	13.86	110.88
Paper Hanger	14.00	0.00	14.00	112.00
Pipe Layer (Utility)	18.00	0.00	18.00	144.00
Pipe Fitters and Steamfitters	23.53	9.02	32.55	260.40
Plaster, Stucco, Lather and EIFS Applicator	16.82	0.00	16.82	134.56
Plumber/ Medical Gas Installer	31.39	10.77	42.16	337.28
Reinforcing Iron and Rebar Workers	22.69	0.00	22.69	181.52
Roofers	16.00	0.00	16.00	128.00
Scaffolding Erector	13.69	0.00	13.69	109.52
Sheet Metal Workers	27.16	0.00	27.16	217.28
Structural Iron and Steel Workers / Metal Building Erector	25.57	13.24	38.81	310.48
Tile Setters	13.86	0.00	13.86	110.88



2020 PREVAILING WAGE RATES HEAVY / HIGHWAY

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Asphalt Distributor Operator	16.07	2.78	18.85	150.80
Asphalt Paving Machine Operator / Spreader Box Operator	14.62	1.42	16.04	128.32
Asphalt Raker	14.30	1.44	15.74	125.92
Backhoe Operator	16.43	1.25	17.68	141.44
Concrete Finishers (Paving and Structures)	15.58	1.41	16.99	135.92
Crane Operator, Lattice Boom	17.50	0.00	17.50	140.00
Crane Operator, Hydraulic	20.00	0.00	20.00	160.00
Electrician	23.62	1.97	25.59	204.72
Excavator Operator	18.61	1.52	20.13	161.04
Form Builder/Setter	17.84	0.75	18.59	148.72
Form Setter (Paving and Curb)	12.86	0.00	12.86	102.88
Front End Loader	16.28	1.09	17.37	138.96
Laborer	13.53	1.16	14.69	117.52
Laborer (Skilled)(Utility)	15.49	0.73	16.22	129.76
Mechanic	17.50	0.00	17.50	140.00
Milling Machine Operator	24.96	0.00	24.96	199.68
Motor Grader Operator (Fine)	20.76	2.41	23.17	185.36
Pavement Marking Machine Operator	16.28	1.09	17.37	138.96
Pipe Layer (Utility)	15.24	2.69	17.93	143.44
Reinforcing Steel Setter (Structure and Paving)/ Structural Steel Worker	17.00	0.00	17.00	136.00
Rock Mason	14.00	0.00	14.00	112.00
Roller Operator	14.96	2.32	17.28	138.24
Servicer	14.33	0.00	14.33	114.64
Truck Driver, Single Axle	13.56	0.00	13.56	108.48
Truck Driver, Tandem Axle	17.43	0.93	18.36	146.88
Utility Operator Grade 1	14.32	0.76	15.08	120.64
Utility Operator Grade 2	15.31	1.46	16.77	134.16
Welder, Certified/ Structural Steel Welder	20.00	0.00	20.00	160.00