



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
0000117602
MAG Electric, LLC
901 E. High SE
Grants NM 87020

Telephone No. (505) 287-3304

Price Agreement Number: 52-805-15-13187

Price Agreement Amendment No.: Four

Term: October 22, 2015 – October 21, 2019

Ship To:
NM Department of Transportation District 6
1919 Pinon Drive
Milan, NM 87021

Invoice:
NM Department of Transportation District 6

For questions regarding this Price Agreement please contact:
James Ortega (505) 629-8884

Procurement Specialist: Clarke J. Fountain

Telephone No.: (505) 827-0487

Email: clarkej.fountain@state.nm.us

Title: **On-Call Electrical Services & Repairs, District 6**

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

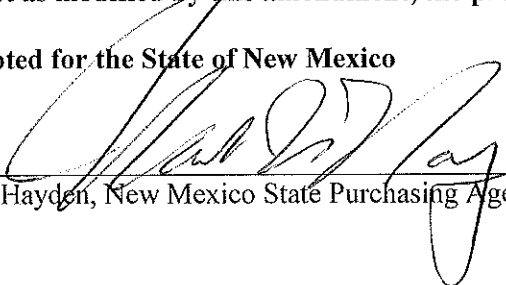
This amendment is issued to reflect the following effective immediately:

Increase cost for the following items:

		From:	To:
Item 001	Journeyman, Regular Working Hours	\$60.00	\$80.00
Item 002	Apprentice/Helper, Regular Working Hours	\$20.00	\$50.00

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico



Mark Hayden, New Mexico State Purchasing Agent

Date: 6/14/19





State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000117602
MAG Electric, LLC
901 E. High SE
Grants, NM 87020

Telephone No.: (505) 287-3304

Contract Number: 52-805-15-13187

Contract Amendment No.: Three

Term: October 22, 2015 – October 21, 2019

Ship to:
New Mexico Department of Transportation District 6
1919 Pinon Drive
Milan, NM 87021

Procurement Specialist: Clarke J. Fountain CF

Telephone No.: (505) 827-0487

Invoice:
New Mexico Department of Transportation District 6
1919 Pinon Drive
Milan, NM 87021

For questions regarding this Contract please contact:
Dolores Baca (505) 827-3209

Title: On-Call Electrical Services & Repairs, District 6

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from October 22, 2018 to October 21, 2019 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 10/11/2018

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
CF



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
0000117602
MAG Electric, LLC
901 E. High SE
Grants, NM 87020

Telephone No. (505) 287-3304

Price Agreement Number: 52-805-15-13187

Price Agreement Amendment No.: Two

Term: October 22, 2015 – October 21, 2018

Ship To:
New Mexico Department of Transportation District 6
1919 Pinon Drive
Milan, NM 87021

Procurement Specialist: Clarke J. Fountain

Telephone No.: (505) 827-1935

Invoice:
New Mexico Department of Transportation District 6
1919 Pinon Drive
Milan, NM 87021

For questions regarding this Price Agreement please contact:
Dolores Baca (505) 827-3209


Title: **On-Call Electrical Services & Repairs, District 6**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from October 22, 2017 to October 21, 2018 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: August 23, 2017



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
0000117602
MAG Electric, LLC
901 E. High SE
Grants, NM 87020


Telephone No.: (505) 287-3304

Price Agreement Number: 52-805-15-13187

Price Agreement Amendment No.: One

Term: October 22, 2015 – October 21, 2017

Ship To:
New Mexico Department of Transportation, District 6
1919 Pinon Drive
Milan, NM 87021

Procurement Specialist: Richard Rodriguez 

Telephone No.: 505-670-9723

Invoice:
New Mexico Department of Transportation, District 6
1919 Pinon Drive
Grants, NM 87021

For questions regarding this Price Agreement please contact:
Dolores Baca (505) 827-3209


Title: **On-Call Electrical Services & Repairs, District 6**

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

In accordance with Price Agreement provisions and by mutual agreement of all parties, this Price Agreement is extended from October 22, 2016 to October 21, 2017 at the same price, terms, and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent
RR

Date: 9/06/16



**State of New Mexico
General Services Department**

Price Agreement

Awarded Vendor
0000117602
MAG Electric, LLC
901 E. High SE
Grants, New Mexico 87020

Telephone No. (505) 287-3304

Price Agreement Number: 52-805-15-13187

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
NM Department of Transportation, District 6
1919 Piñon Drive
Milan, New Mexico 87021

Procurement Specialist: Clarke J. Fountain

Telephone No.: (505) 670-9723

Invoice:
Same as "Ship To"

For questions regarding this contract please contact:
Dolores Baca (505) 827-3209

Title: On-Call Electrical Services & Repairs, District 6

Term: October 22, 2015 thru October 21, 2016

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/22/15

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General Services Department
Purchasing Division
Price Agreement #: 52-805-15-13187

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

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Price Agreement #: 52-805-15-13187

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenemexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II – Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 52-805-15-13187

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The New Mexico Department of Transportation, District Six, has established a Price Agreement for On-Call Electrical Services and Repairs. Service may be at District Six Headquarters in Milan, New Mexico, at Manuelito and Acomita Rest Areas or at various patrol or project buildings and grounds located throughout Sandoval, Cibola, McKinley and Catron counties.

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Scope of Work:

Service may include service to pump controls (water and fuel), asphalt tank heaters, new construction, lighting systems and general electrical systems including but not limited to additional outlets, breakers, disconnects and fixtures. Contractor should have experience in all areas listed above.

Contractor shall respond within twenty-four (24) hours for normal service and four (4) hours for emergency service,

Contractor will not be allowed travel time and mileage to an assignment more than one time without justification and approval of the District Six Purchasing Supervisor, Michael Gentry.

All repairs started will be worked thru until completion. The Contractor must provide written justification to the NMDOT for leaving a jobsite unfinished for more than two (2) days.

The Contractor shall be held responsible for the work being completed. Should the Contractor neglect, refuse or otherwise fail to complete the work within the time specified, the Contractor agrees to pay to the owner in partial consideration for the award of this Price Agreement the amount of fifty dollars (\$50.00) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the contract.

The Contractor is in apparent default of the contract if the Contractor:

- A. Fails to begin the work under the Price Agreement within the time specified;
- B. Fails to perform the work with sufficient supervision, workmen, equipment or materials to assure the prompt completion of said work;
- C. Performs the work unsuitable or neglects or refuses to remove materials or to perform new such work as may be rejected as unacceptable and unsuitable;
- D. Discontinues the prosecution of the work;
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so;
- F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or;
- G. Fails to carry on the work in an acceptable manner.

Upon default of the Contractor, the NMDOT may undertake to complete the work with its own forces, or may procure competing contractor to finish the work. All costs and charges thereby incurred by the NMDOT, together with the cost of completing the work under contract, will be deducted from funds which are due or may become due with the defaulting Contractor.

Contractor's Note:

No person shall act as a contractor without a license issued by the New Mexico Regulation and Licensing Department, Construction Industries Division (CID), classified to cover the type of work to be undertaken. No bid on a contract shall be submitted unless the Contractor has a valid license issued by CID to bid and perform the type of work to be undertaken, (sub sec. 60-13-12 NMSA1978).

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General Services Department
Purchasing Division
Price Agreement #: 52-805-15-13187

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Current New Mexico Electrical Contractor's License Number: _____
Vendor must submit a copy of their New Mexico Electrical Contractor's License with this bid.

Resident Preference Number: _____
Certificate must be attached to receive the preference points.

Price Quote:

District Six may require a total price quote prior to final approval of any order for service. District Six reserves the right to purchase all materials directly from the State contract vendor for electrical supplies and to provide these materials to the electrical contractor. The electrical contractor may be required to provide an itemized, biddable list of all material requirements for jobs over two hundred fifty dollars (\$250.00)

Method of Award:

Contractor must be located within the District Six proximity. Contractor's proximity not more than sixty-five (65) miles from District Six headquarters in Milan, New Mexico, was considered in awarding this bid. *No bids were accepted from bidders whose businesses were not located within the District Six proximity.*

Multiple Awards:

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to ensure availability and timely service. The NMDOT, District Six, reserves the right to make more than one award to vendors within District Six proximity in order to cover all areas at the lowest cost to the State.

Termination:

Failure to respond by the awarded Contractor to the requests for services as specified by the NMDOT, District Six, will be cause for cancellation of this Price Agreement.

This Price Agreement may be terminated by the NMDOT, District Six, with thirty (30) days written notice and approval of the State Purchasing Agent or duly authorized representative.

Hold Harmless Clause:

The Contractor shall indemnify and hold harmless the State, its officers and employees against liability claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's and/or its employees own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 comp. & Section 57-7-1 NMSA 1978 comp.) and any amendments thereto. It is specifically agreed between parties executing this Price Agreement that it is not intended by any of the provisions of the agreement to create the public or any member thereof a third beneficiary or to authorize anyone not a party to the agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or any other claims whatsoever pursuant to the provisions of this Price Agreement.

Insurance Requirements

The Contractor shall procure and maintain at the Contractor's expense insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the Price Agreement, whether performed by the Contractor, the Contractor's agents or employees or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors therefrom.

A. Public Liability and Automobile Liability Insurance:

1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability: \$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability: \$2,000,000 each occurrence (annual aggregate)

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
 - 1) Coverage for liability arising out of the operation of independent Contractors;
 - 2) Completed operation coverage; and
 - 3) Attachment of the Broad Form Comprehensive General Liability Endorsement.
 - b. In the event that the use of explosives is a required part of the Price Agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
 - c. In the event that a form of work next to an existing building or structure is a required part of the Price Agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of the collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
 - d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting therefrom.
2. Automobile Liability Insurance coverage for the Contractor (whether included in the policy providing General Liability Insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for Automobile Liability Insurance shall be provided in the following amounts:

Bodily Injury Liability: \$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability: \$2,000,000 each occurrence (annual aggregate)

B. Worker's Compensation Insurance:

The Contractor shall also carry Worker's Compensation Insurance or otherwise fully comply with the provision of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the contractor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said Price Agreement.

C. Department as Additional Insured:

The Contractor shall have the New Mexico Department of Transportation (NMDOT) named as additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Contractor pursuant to Paragraph A. 1. and A. 2. of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

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General Services Department
Purchasing Division
Price Agreement #: 52-805-15-13187

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D. Certificate of Insurance:

The Contractor being awarded the Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance executed on the form provided by the Department, to be made part of the Price Agreement and included with the Price Agreement documents prior to signing the Price Agreement. Such certificate shall indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the Department thirty (30) days written notice. The Certificate of Insurance shall be submitted prior to award of the Price Agreement.

Also, a Certificate of Insurance shall be furnished to the Department on renewal of a policy or policies as necessary during the terms of this Price Agreement.

The Department shall not issue a **Notice to Proceed** until such time as the above requirements have been met.

E. Umbrella Coverage:

The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for an individual Contractor. The Department will recognize following form excess coverage (umbrella) as meeting the requirements of Subsection A. 1. a. of this Price Agreement should such insurance otherwise meet all requirements of such subsections.

F. Optimal Insurance:

The Contractor shall procure and maintain, when required by the Department, form and types of Bailee Insurance such as, but not limited to, Builder's Risk Insurance, Contractor's Equipment Insurance, Rigger's Liability Property Insurance, etc., in an amount necessary to protect the Department against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents, or subcontractors.

G. Railroad Insurance:

In the event that railroad property is affected by the subject Price Agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability Policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy which must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability: \$2,000,000 each occurrence
Liability and Physical Damage to Property: \$6,000,000 aggregate

The limits of liability stated above apply to the coverage as set forth in the Railroad Protective Liability Endorsement Form. Subject to the terms, conditions, and exclusions found in the form. The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO form).

The conditions listed in the above paragraphs are an integral part of this Price Agreement and shall be the conditions regulating the performance of any agreement between the Contractor and the State of New Mexico and any commissions, divisions, or departments thereof.

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Payment Provisions:

Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the Department finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of written notice from the Contractor, that payment is requested, provide the Contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the Department that the services, construction or items or tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Contractor to the Contractor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five (5) working days of receipt of funds from that agency.

Final payments shall be made within thirty (30) days after the work has been approved and accepted by the district engineer or the district engineer's designee.

Gross Receipts/Local Tax

Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided. It is understood that the party providing said goods and/or services to the State is responsible for payment of all cost of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices quoted in this Price Agreement include an amount sufficient to cover such costs.

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001		Hour	Journeyman, Regular Working Hours	\$60.00
002		Hour	Apprentice/Helper, Regular Working Hours	\$20.00
003		Hour	Journeyman, After 5:00 pm, Weekends & Holidays	\$90.00
004		Hour	Apprentice/Helper, After 5:00 pm, Weekends & Holidays	\$30.00
005		%	Parts/Materials list less percentage: list must be available to District 6	25%
006		Mile	One Way, mileage to be only for trips over 20 miles one way. The point of origin for mileage shall be the Contractor's shop and most recent field job site (if on the same day or previous day to service the NMDOT).	\$1.50
007		Hour	One way travel time per man, no travel time will be paid for less than one hour, one way trips.	\$30.00

7 Items Awarded