



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

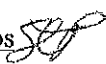
<p><b>Awarded Vendor</b> 3 Vendors</p>  <p>Telephone No. _____</p>
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Price Agreement Number: 60-805-15-13549

Price Agreement Amendment No.: Three

Term: October 1, 2015 - September 30, 2019

<p><b>Ship To:</b> New Mexico Department of Transportation District Two PO Box 1457 Roswell, NM 88202-1457</p>
<p><b>Invoice:</b> New Mexico Department of Transportation District Two PO Box 1457 Roswell, NM 88202-1457</p>
<p>For questions regarding this Price Agreement please contact: <b>Dolores Baca (505) 827-3209</b></p>

Procurement Specialist: Susan L. Phillips 

Telephone No.: (505) 827-0488

Email: susanl.phillips@state.nm.us

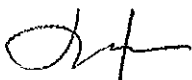
Title: Electrical Services & Repairs "On Call"- District Two

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 1, 2017 to September 30, 2019 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: 8/21/2018





State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

<p><b>Awarded Vendor</b> 3 Vendors</p>   <p>Telephone No. _____</p>
--

Price Agreement Number: 60-805-15-13549

Price Agreement Amendment No.: Two

Term: October 1, 2015 – September 30, 2018

<p><b>Ship To:</b> New Mexico Department of Transportation District Two PO Box 1457 Roswell, NM 88202-1457</p>
--

Procurement Specialist: Susan L. Phillips *SLP*

Telephone No.: (505) 827-0488

<p><b>Invoice:</b> New Mexico Department of Transportation District Two PO Box 1457 Roswell, NM 88202-1457</p>
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For questions regarding this Price Agreement please contact:  
**Dolores Baca (505) 827-3209**

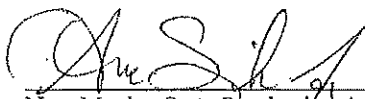
Title: **Electrical Services & Repairs "On Call" – District Two**

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 1, 2017 to September 30, 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: 9/8/2017



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor:  
3 Vendors

Telephone No.:

Price Agreement Number: 60-805-15-13549

Price Agreement Amendment No.: One

Term: October 1, 2015 – September 30, 2017

Ship To:  
New Mexico Department of Transportation  
District Two  
PO Box 1457  
Roswell, NM 88202-1457

Procurement Specialist: Richard Rodriguez *RR*

Telephone No.: 505-670-9723

Invoice:  
New Mexico Department of Transportation  
District Two  
PO Box 1457  
Roswell, NM 88202-1457

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

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

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 1, 2016 to September 30, 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

*[Signature]*  
New Mexico State Purchasing Agent

Date: 9/13/16

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



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor**  
3 Vendors – See Page 6

Telephone No. \_\_\_\_\_

Price Agreement Number: 60-805-15-13549

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

**Ship To:**  
New Mexico Department of Transportation  
District Two  
PO Box 1457  
Roswell, New Mexico 88202-1457

Procurement Specialist: Rose Moya *Rm*

Telephone No.: (505) 827-0610

**Invoice:**  
Same as "Ship To"

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

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

Term: **October 1, 2015 thru September 30, 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

*Lorenda S. Chacon*  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 09/25/15

**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,

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-805-15-13549

Page-3

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](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 #: 60-805-15-13549

Page-6

**Awarded Vendors:**

(AA) 0000046277  
B&D Industries, Inc.  
9720 Bell Avenue SE  
Albuquerque, NM 87123  
(505) 299-4464

(AB) 0000046144  
J & G Electric co. Inc.  
512 S. Main  
Roswell, NM 88203  
(575) 622-0146

(AC) 0000040543  
Snider Electric Inc.  
3220 Axtell Street  
Clovis, NM 88101  
(575) 762-0298

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-805-15-13549

Page-7

This Price Agreement is for the New Mexico Department of Transportation (NMDOT) for On-Call Electrical Services and Repairs for District 2.

**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.

**Specifications:**

Electrical service/repairs to include but not limited to:

- Installation of panel boxes, conduits, cables/wires and underground conduit,
- Repair/Replace electrical equipment; i.e. lighting system outlets, switches,
- General industrial electrical repairs and installations, and
- Pump controls (water & fuel)

These services will be provided at the New Mexico Department of Transportation District Two Headquarters, Construction Project Offices, maintenance patrol yards and rest areas within District Two.

The offices listed below are located in Chaves, Curry, Roosevelt, De Baca, Eddy, Lincoln, Otero, Lea and Guadalupe Counties:

**PATROL YARDS**

Portales Patrol  
8137A S.R 206  
Portales, NM 88130

Clovis Patrol  
1100 A Brady  
Clovis, NM 88101

Ft. Sumner Patrol  
3442 East HWY 247  
Ft. Sumner, NM 88119

Corona Patrol  
117 State Hwy 247  
Corona, NM 88318

Vaughn Patrol  
1353 Airport Road  
Vaughn, NM 88353

Carrizozo Patrol  
12449 US Hwy 54  
Carrizozo, NM 88301

Capitan Patrol  
131 Main Road  
Capitan, NM 88316

Tularosa Patrol  
7688 Hwy 70, South  
Tularosa, NM 88352

Mayhill Patrol  
3201 US 82  
Mayhill, NM 88339

Hondo Patrol  
28558 US Highway 70  
Hondo, NM 88336

Artesia Patrol  
3103 W Main  
Artesia, NM 88210

Hobbs Patrol  
201 S Magnum Industrial  
Hobbs, NM 88240

Tatum Patrol  
1 mile East of Tatum on US 380  
Tatum, NM 88267

Jal Patrol  
3655 State Hwy 18  
Jal, NM 88252

Roswell Patrol  
4505 West Second  
Roswell, NM 88201

Carlsbad Patrol  
2504 South Canal  
Carlsbad, NM 88220

**REST AREAS**

Maljamar Rest Area  
US 82 Mile Marker 144

Poquita Mesa Rest Area  
US 258 Mile Marker 149

Waldrop Rest Area  
US 380 Mile Marker 196

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-805-15-13549

Page-8

Awarded Contractors will be required to assist Department personnel in locating and diagnosing electrical problems.

Contractors shall respond within twenty-four (24) hours for normal service and three (3) hours for emergency service to all calls relative to service and/or repairs to all units, pump controls (water and fuel), tank heaters, new construction, lighting systems, and general electric systems, but not limited to additional outlets, breakers, disconnects and fixtures. Electrical repairs and/or services shall also include electrical work to administration buildings, patrol buildings, construction offices, rest areas, or other areas within District Two.

In the event that an awarded contractor is unable to respond within a twenty-four (24) hour period to perform an electrical job, the Department reserves the right to call on another certified electrician to perform the needed repairs and/or services.

All work shall be performed during normal working hours (7:45 am-4:30 pm, Monday-Friday) unless otherwise approved by the Department Supervisor. Coordinate in advance with area supervisor regarding areas to be dedicated to Contractor's operations, lay-down and storage of materials/equipment. Notify area supervisors forty-eight (48) hours in advance for any interruptions of utilities, access and/or use of the facility. Minimize duration of any interruption.

Awarded Contractors will coordinate use of utilities with the Department prior to initiating any work at the site. The Department will determine the time and place for use of any utilities requested by the awarded Contractors.

Electrical contractors will be required to provide an itemized, list of all travel, material and labor requirements for jobs over two hundred fifty dollars (\$250.00).

All labor charges on the invoice will be broken down to indicate the number of hours consumed in performing specific tasks. All material charges will be itemized and supported by invoice if requested.

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

Certified payrolls will be submitted by awarded Contractors upon request.

**Contractor Note:**

No person shall act as a Contractor without a license issued by the New Mexico Regulation & 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 the CID to bid and perform the type of work to be undertaken, 60-13-12, NMSA 1978.

**NM Contractor License No:** \_\_\_\_\_

All awarded contractors have submitted copies of their New Mexico Electrical Contractor's Licenses.

Journeyman technicians shall be certified and licensed.

**Public Works Minimum Wage Act:**

This is a Public Works contract subject to the provisions of the *Public Works Minimum Wage Act*, Section 13-4-11 through 13-4-17, et seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works Section, Santa Fe, New Mexico, shall be in effect and utilized by the Contractors during the life of this price agreement.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-805-15-13549

Page-9

You are hereby advised that wherever differences exist between the minimum wage rates shown under wage decisions of the New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works Section, Santa Fe, New Mexico, and those shown under U.S. Department of Labor Wage Decision and any modification thereto noted in the contract assembly, the higher wage rates shall govern.

If Contractors or subcontractors are willfully paying their laborers, mechanics, or operators less than the rates required by the agreement for the work the laborers, mechanics, and operators are performing, the contractors or subcontractors may lose his right to proceed with the work.

**Contract Order:**

At time of every task order issued for projects over sixty thousand dollars (\$60,000.00), a *Wage Rate Decision Number* must be requested by end user of the user Agency. The Wage Rate Decision number can be obtained from Work Force Solutions at: <http://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works> . Wage Rates must be attached to each contract order issued.

Pursuant to: 13-4-13.1. Public works contracts; registration of contractors and subcontractors.

Submitting a bid valued at more than \$60,000 for any portion of a public works project greater than \$60,000 that is subject to the *New Mexico Public Works Minimum Wage Act* is required to be registered with the Labor Relations Division, Public Works Section of the Department of Workforce Solutions prior to submitting a bid. The State Purchasing Division may reject any and all bids that, fail to provide a Public Works Registration number for the prime contractor and all other listed contractors or subcontractors.

**Public Works Registration Number:** \_\_\_\_\_

**Method of Award:**

Pursuant to the procurement code, sections 13-1-153 and 13-1-154, the state reserves the right to issues multiple awards to obtain the items/services listed. Multiple awards are recommended to ensure availability and timely delivery. Multiple awards shall be based on the lowest responsible bidder (s). The NMDOT reserves the right to reject any and all bids, to waive technical irregularities, and to award the contract to the bidder(s) whose bid is deemed to be in the best interest of the New Mexico Department of Transportation District Two.

**Performance & Payment Bond:**

Prior to issuance of a contract order, the successful Contractor(s) must provide a performance bond and payment and material bond equal to one hundred percent (100%) of the total contract order. Said bonds must be provided to the requesting office of the total contract order within ten (10) calendar days after notification by the Department and are to be filed with the user agency's purchasing office. Failure to comply shall result in being issued to another Contractor and the difference being charged back to the Awarded Contractor(s).

**Hold Harmless Clause:**

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. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-805-15-13549

Page-10

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or 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 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 buildings 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 buildings 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)

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-805-15-13549

Page-11

- 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. **Certificate of Insurance/Department as Additional Insured:** The Contractor being awarded the Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Price Agreement.

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.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, canceled or allowed to lapse without giving the Department thirty (30) days prior written notice. 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.

- D. **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.

- E. **Other Required 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.

**Tax Note:**

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 the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 60-805-15-13549

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Carlsbad, NM	(AA) \$58.00
				(AB) \$54.00
				(AC) \$55.00
002	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Clovis, NM	(AA) \$58.00
				(AB) \$54.00
				(AC) \$55.00
003	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Roswell, NM	(AA) \$58.00
				(AB) \$54.00
				(AC) \$55.00
004	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Portales, NM	(AA) \$58.00
				(AB) \$54.00
				(AC) \$55.00
005	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Vaughn, NM	(AA) \$58.00
				(AB) \$54.00
				(AC) \$55.00
006	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Ft Sumner, NM	(AA) \$58.00
				(AB) \$54.00
				(AC) \$55.00
007	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Tatum, NM	(AA) \$58.00
				(AB) \$64.00
				(AC) \$55.00
008	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Hobbs, NM	(AA) \$58.00
				(AB) \$64.00
				(AC) \$55.00
009	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Jal, NM	(AA) \$58.00
				(AB) \$64.00
				(AC) \$55.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 60-805-15-13549

Item	Approx. Qty.	Unit	Article and Description	Unit Price
010	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Corona, NM	(AA) \$58.00
				(AB) \$54.00
				(AC) \$55.00
011	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Artesia, NM	(AA) \$58.00
				(AB) \$54.00
				(AC) \$55.00
012	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Hondo, NM	(AA) \$58.00
				(AB) \$54.00
				(AC) \$55.00
013	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Capitan, NM	(AA) \$58.00
				(AB) \$54.00
				(AC) \$55.00
014	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Carrizozo, NM	(AA) \$58.00
				(AB) \$54.00
				(AC) \$55.00
015	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Tularosa, NM	(AA) \$58.00
				(AB) \$54.00
				(AC) \$55.00
016	1	Hour	Certified, Licensed Journeyman-Regular Working hours from 8:00 AM thru 5:00 PM Mayhills, NM	(AA) \$58.00
				(AB) \$54.00
				(AC) \$55.00
017	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Carlsbad, NM	(AA) \$36.00
				(AB) \$40.00
				(AC) \$30.00



State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 60-805-15-13549

Item	Approx. Qty.	Unit	Article and Description	Unit Price
018	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Clovis, NM	(AA) \$36.00 (AB) \$40.00 (AC) \$30.00
019	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Portales, NM	(AA) \$36.00 (AB) \$40.00 (AC) \$30.00
020	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Vaughn, NM	(AA) \$36.00 (AB) \$40.00 (AC) \$30.00
021	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Roswell, NM	(AA) \$36.00 (AB) \$40.00 (AC) \$30.00
022	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Tatum, NM	(AA) \$36.00 (AB) \$50.00 (AC) \$30.00
023	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Hobbs, NM	(AA) \$36.00 (AB) \$50.00 (AC) \$30.00
024	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Jal, NM	(AA) \$36.00 (AB) \$50.00 (AC) \$30.00
025	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Corona, NM	(AA) \$36.00 (AB) \$40.00 (AC) \$30.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 60-805-15-13549

Item	Approx. Qty.	Unit	Article and Description	Unit Price
026	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Artesia, NM	(AA) \$36.00 (AB) \$40.00 (AC) \$30.00
027	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Hondo, NM	(AA) \$36.00 (AB) \$40.00 (AC) \$30.00
028	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Capitan, NM	(AA) \$36.00 (AB) \$40.00 (AC) \$30.00
029	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Carrizozo, NM	(AA) \$36.00 (AB) \$40.00 (AC) \$30.00
030	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Tularosa, NM	(AA) \$36.00 (AB) \$40.00 (AC) \$30.00
031	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Mayhill, NM	(AA) \$36.00 (AB) \$40.00 (AC) \$30.00
032	1	Hour	Apprentice/Helper-regular working hours 8:00 to 5:00 PM for Ft. Sumner, NM	(AA) \$36.00 (AB) \$40.00 (AC) \$30.00
033	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Carlsbad, NM	(AA) \$42.00 (AB) \$40.00 (AC) \$40.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 60-805-15-13549

Item	Approx. Qty.	Unit	Article and Description	Unit Price
034	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Clovis, NM	(AA) \$42.00 (AB) \$40.00 (AC) \$40.00
035	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Portales, NM	(AA) \$42.00 (AB) \$40.00 (AC) \$40.00
036	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Vaughn, NM	(AA) \$42.00 (AB) \$40.00 (AC) \$40.00
037	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Roswell, NM	(AA) \$42.00 (AB) \$40.00 (AC) \$40.00
038	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Tatum, NM	(AA) \$42.00 (AB) \$50.00 (AC) \$40.00
039	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Hobbs, NM	(AA) \$42.00 (AB) \$50.00 (AC) \$40.00
040	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Jal, NM	(AA) \$42.00 (AB) \$50.00 (AC) \$40.00
041	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Corona, NM	(AA) \$42.00 (AB) \$40.00 (AC) \$40.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 60-805-15-13549

Item	Approx. Qty.	Unit	Article and Description	Unit Price
042	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Artesia, NM	(AA) \$42.00 (AB) \$40.00 (AC) \$40.00
043	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Hondo, NM	(AA) \$42.00 (AB) \$40.00 (AC) \$40.00
044	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Capitan, NM	(AA) \$42.00 (AB) \$40.00 (AC) \$40.00
045	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Carrizozo, NM	(AA) \$42.00 (AB) \$40.00 (AC) \$40.00
046	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Tularosa, NM	(AA) \$42.00 (AB) \$40.00 (AC) \$40.00
047	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Mayhill, NM	(AA) \$42.00 (AB) \$40.00 (AC) \$40.00
048	1	Hour	Apprentice/Helper- after 5pm, weekends and Holidays for Ft. Sumner, NM	(AA) \$42.00 (AB) \$40.00 (AC) \$40.00
049		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Carlsbad, NM)	(AA) 5% (AB) 20% (AC) 0%

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 60-805-15-13549

Item	Approx. Qty.	Unit	Article and Description	Unit Price
050		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Clovis, NM)	(AA) 5% (AB) 20% (AC) 0%
051		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Portales, NM)	(AA) 5% (AB) 20% (AC) 0%
052		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Vaughn, NM)	(AA) 5% (AB) 20% (AC) 0%
053		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Roswell, NM)	(AA) 5% (AB) 20% (AC) 0%
054		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Tatum NM)	(AA) 5% (AB) 20% (AC) 0%
055		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Hobbs, NM)	(AA) 5% (AB) 20% (AC) 0%
056		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Jal, NM)	(AA) 5% (AB) 20% (AC) 0%
057		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Corona, NM)	(AA) 5% (AB) 20% (AC) 0%

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 60-805-15-13549

Item	Approx. Qty.	Unit	Article and Description	Unit Price
058		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Artesia, NM)	(AA) 5% (AB) 20% (AC) 0%
059		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Hondo, NM)	(AA) 5% (AB) 20% (AC) 0%
060		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Capitan, NM)	(AA) 5% (AB) 20% (AC) 0%
061		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Carrizozo, NM)	(AA) 5% (AB) 20% (AC) 0%
062		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Tularosa, NM)	(AA) 5% (AB) 20% (AC) 0%
063		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Mayhill, NM)	(AA) 5% (AB) 20% (AC) 0%
064		Percent	Parts and materials: discount % offered off manufacturer List price (Note: cost plus percent is not applicable for Ft. Sumner, NM)	(AA) 5% (AB) 20% (AC) 0%
065		Per Mile	Mileage Rate: Price per mile, mileage paid for "one-way trips that exceed 20 miles from bidders location.	(AA) \$0.45 (AB) \$1.00 (AC) \$1.40