



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
3 Vendors

Price Agreement Number: 60-805-16-14212

Price Agreement Amendment No.: Four

Term: October 1, 2016 – September 30, 2020

Ship To:
New Mexico Department of Transportation
(Various Locations)

Procurement Specialist: Sandra Lujan

Telephone No.: (505) 827-0242

Invoice:
New Mexico Department of Transportation
PO Box 1149
Santa Fe, NM 87504

Email: sandrar.lujan@state.nm.us

For questions regarding this Price Agreement please
contact:
Dolores Baca (505) 570-7936

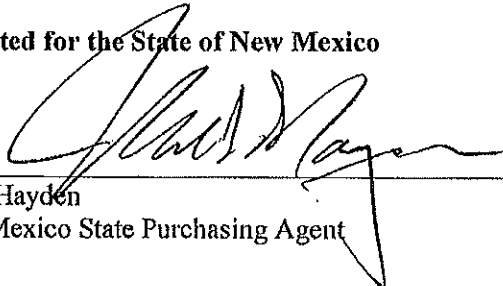
Title: Septic Tanks Pumping

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, 2019 to September 30, 2020 at the same price, terms and conditions for (AA) American Service Industries, LLC, (AB) Johnny's Septic Tank Co., and (AC) Southwest Envirotec.

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: 09/25/2019





State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
4 Vendors

Price Agreement Number: 60-805-16-14212

Price Agreement Amendment No.: Three

Term: October 1, 2016 – September 30, 2019

Ship To: New Mexico Department of Transportation (Various Locations)
Invoice: New Mexico Department of Transportation PO Box 1149 Santa Fe, NM 87504
For questions regarding this Price Agreement please contact Dolores Baca (505) 827-3209

Procurement Specialist: Susan L. Phillips

Telephone No.: (505) 827-0488

Email: SusanL.Phillips@state.nm.us

Title: **Septic Tanks Pumping**

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, 2018 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: August 31, 2018



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor 4 Vendors Telephone No. _____

Price Agreement Number: 60-805-16-14212

Price Agreement Amendment No.: Two

Term: October 1, 2016 – September 30, 2018

Ship To: NM Department of Transportation District One – Various Locations
Invoice: NM Department of Transportation PO Box 1149 Santa Fe, NM 87504
For questions regarding this Price Agreement please contact: Dolores Baca 505-827-3209

Procurement Specialist: Susan L. Phillips *SLP*

Telephone No.: (505) 827-0488

Title: Septic Tanks Pumping

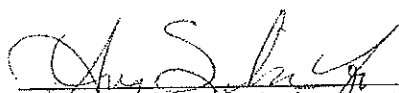
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Change the New Mexico Department of Transportation (NMDOT) buyer from Nancy Madrid to Dolores Baca.

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: 9/18/17



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

<p>Awarded Vendor 4 Vendors</p> <p>Telephone No. _____</p>
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Price Agreement Number: 60-805-16-14212

Price Agreement Amendment No.: One

Term: October 1, 2016 – September 30, 2018

<p>Ship To: NM Department of Transportation District One – Various Locations</p>
<p>Invoice: NM Department of Transportation PO Box 1149 Santa Fe, NM 87504</p>
<p>For questions regarding this Price Agreement please contact: Nancy Madrid 505-827-5546</p>

Procurement Specialist: Susan L. Phillips *SLP*

Telephone No.: (505) 827-0488


Title: Septic Tanks Pumping

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: 9/18/17



State of New Mexico General Services Department

Contract

Awarded Vendor 4 Vendors Telephone No. _____

Contract Number: 60-805-16-14212

Payment Terms: See Page 7

F.O.B.: Destination

Delivery: See Page 7

Ship To: NM Department of Transportation District One-Variou Locations
Invoice: NM Department of Transportation PO Box 1149 Santa Fe, NM 87504
For questions regarding this contract please contact: Nancy Madrid 505-827-5546

Procurement Specialist: Sandra Lujan

Telephone No.: (505) 827-0242

Title: *Septic Tanks Pumping*

Term: October 1, 2016 thru September 30, 2017

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

Accepted for the State of New Mexico



 New Mexico State Purchasing Agent

Date: 09/27/20

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

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State of New Mexico
General Services Department
Purchasing Division
Contract #: 60-805-16-14212

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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,

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such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, 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 the 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 ensure 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, the State Purchasing Division, the Department of Finance and Administration, the Office of the State Auditor and, for Information Technology contracts, the 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

Contract

Article I – Statement of Work

Contractor to provide requirements as indicated in specifications.

Article II – Term

The term of this Contract will be as indicated in specifications.

Article III – 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 IV – Amendment

This Contract may be amended by mutual agreement of the New Mexico State Purchasing Agent and the Contractor upon written notice by either party to the other. An amendment to this Contract 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. Amendments affecting price adjustments and/or extension of contract's expiration date are not allowed unless specifically provided for in bid and contract documents.

Article V – Price Schedule

Price(s) as listed are firm.

Article VI – Indemnity 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 act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (NMSA 1978 § 41-4-1, et seq. and any amendments thereto).

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VII – Contractor Agreement

Contractor agrees to:

- A. Furnish all equipment, material, labor and tools, required to perform the work specified.
- B. Provide competent supervision and skilled personnel to perform all work in progress.
- C. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all

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safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect the property of the State of New Mexico in connection with the performance of the work covered by this Contract.

D. Provide workers adequate insurance, including but not limited to Worker's Compensation.

E. Make necessary arrangements for storage of his/her tools and/or equipment. The state agency will not be responsible for any lost or stolen property.

F. Be responsible for all cleanup work on the project site and at the equipment storage area(s) prior to final inspection and acceptance.

G. Comply with all applicable codes for this type of work.

H. Be held liable for any damages which occur because of his/her negligence or that of his/her employees.

Contractor License Number (if applicable) _____

Classification _____

State of New Mexico
General Services Department
Purchasing Division
Contract #: 60-805-16-14212

Awarded Vendors:

(AA) 000008089
American Service Industries, LLC
7016-C 2nd NW
PO Box 10595
Albuquerque, NM 87184
Phone: 505-344-7667

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested

(AB) 0000048847
Johnny's Septic Tank Co, Inc.
2155 Dona Ana RD
Las Cruces, NM 88007
Phone: 575-526-5442

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested

(AC) 0000049933
Southwest Envirotec
5486 Del Rey Blvd
Las Cruces, NM 88012
Phone: 575-382-9596
Email: sweptic.shop@zianet.com

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested

(AD) 000128019
Triple R Septic Service
1 Hilda RD
Mesquite, NM 88048
Email: triplerseptic@gmail.com

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested

Septic Tank Pumping, District 1

Purpose

To establish a Price Agreement for the New Mexico Department of Transportation (NMDOT, or the Department), District One, for pumping out sewer septic tanks at the District One patrol yards, project offices, and rest areas, located in the following counties: Dona Ana, Grant, Hidalgo, Luna, Sierra, and Socorro.

This Price Agreement is applicable and available for use by the NMDOT, New Mexico State agencies, and New Mexico local public bodies.

Terms and Conditions

The term of this 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-by-year basis, by mutual agreement of all parties, and approval of the New Mexico State Purchasing Director at the same price, terms, and conditions. This agreement shall not exceed four (4) years.

Requests for service shall be coordinated through the District One Procurement Office at 575-544-6530.

Under the terms and conditions of this Price Agreement, the successful bidder (hereafter, Contractor) agrees to provide service within forty-eight (48) hours of notification. Contractor must contact the Patrol Supervisor, Project Office Manager, or Rest Area Supervisor to confirm date and time. Service must be performed between the hours of 7:30 am and 3:00 pm, Monday through Friday, and **on-call in an emergency**.

In the event that the Contractor is unable to be contacted within a forty-eight (48) hour period to perform septic tank pumping services, the Department reserves the right to call on another vendor to perform the needed service.

Contractor must possess equipment with the ability to pump a minimum of 1,000 gallons, and the pumps must be capable of handling heavy sludge. Sludge is to be pumped out every time the tanks are pumped.

Charges for service shall be on a per gallon basis at the location of the septic tank.

Locations for Septic Tank Pumping Service

Patrol Yards

1. Anthony Patrol Yard - NM 460, ½ miles South of I-10, MM 3.2, Anthony, NM 88021
2. Cliff Patrol Yard - US 180, 3 Miles NW of Cliff, Cliff, NM 88028
3. Silver City Patrol Yard - 5274 NM 152, Silver City, NM 88061
4. Lordsburg Patrol Yard - US 70/80, 1 Mile East of Lordsburg, Lordsburg, NM 88045
5. Animas Patrol Yard - 1 Mile East of Animas, Animas, NM 88020
6. Hachita Patrol Yard – Junction of NM 146 and NM 9, Hachita, NM 88020
7. Las Cruces Patrol Yard - 8500 E. 70, US 70, MP 158.5, Las Cruces, NM 88001
8. Hillsboro Patrol Yard – NM 152, MP 47.92 West of Hillsboro, Hillsboro, NM 88042
9. Winston Patrol Yard - NM 52, MP 28.4, Winston, NM 87943
10. Magdalena Patrol Yard - 115 N. Main St., Magdalena, NM 87825
11. Socorro Patrol Yard - 2399 Highway 1, NM 1, MP 60.4, Socorro, NM 87801

Rest Areas

1. Anthony Rest Area and Welcome Center facilities located approximately one-half mile north of New Mexico/Texas state line on I-10, M.P. 164.0 westbound lane only, in Dona Ana County.
2. Butterfield Rest Area located approximately twenty miles NW of Deming on US 180, M.P. 144.7, eastbound lane only, in Luna County.
3. Ft. Craig Rest Area facilities located approximately 34 miles south of Socorro on I-25, M.P. 113.9 northbound and southbound lanes, in Socorro County.
4. Ft. Selden Rest Area facilities located on I-25, MP 23.0 northbound and southbound lanes, in Dona Ana County.
5. Gage Rest Area located approximately twenty four miles west of Deming on I-10, M.P. 60.8, westbound, in Luna County.
6. Lordsburg Rest Area and Welcome Center facilities located approximately one mile west of Lordsburg on I-10, M.P. 20.8 eastbound lane only, in Hidalgo County.
7. Scenic View Rest Area facilities located on I-10, MP 135.2, eastbound lane only, in Dona Ana County.
8. Walking Sands Rest Area facilities located approximately 17 miles north of Socorro on I-25, M.P. 166.6 northbound and southbound lanes, in Socorro County.
9. Yucca Rest Area located approximately thirty miles west of Deming on I-10, M.P. 53.4, eastbound, in Grant County.

Tank sizes per location are for bidding purposes only; actual gallons may vary.

The Contractor(s) shall be considered an independent contractor and not an employee of the State of New Mexico.

Contractor Responsibility

Contractor is responsible for disposal of seepage water. **Under NO conditions shall it be disposed on NMDOT property including right-of-ways.** It is the Contractor's responsibility to make arrangements for disposal with respect to Environmental Improvement Divisions (EID's) regulations. Full compliance must be adhered to.

Contractor(s) are requested to indicate their Federal Tax ID, NM CRS ID or Social Security ID:

_____.

Hold Harmless

Contractor shall indemnify and hold harmless the State of New Mexico (hereafter, the State), its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Insurance Responsibilities

The Contractor shall procure and maintain at the Contractors 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 Contract, whether performed by the Contractor, the Contractor's agents or employees or by Sub-Contractors. 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, employees, agents and Sub-Contractors 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
 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 Contract, 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 Contract, 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 there from.

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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 provisions 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 contract.

- (C) **Certificate of Insurance/Department as Additional Insured:** The Contractor being awarded the Contract/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 Contract/Price Agreement.

The Contractor shall have the New Mexico Department of Transportation named as an 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, cancelled or allowed to lapse without giving the Department thirty (30) days 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 Contract.

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 individual Contractor. The Department will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this Contract, 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 Sub-Contractors.

- (F) **Railroad Insurance:** In the event that railroad property is affected by the subject Contract, 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 in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) 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's 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).

Tax Note

The prices quoted in this Price Agreement include an amount sufficient to cover such costs. The prices shall not include State Gross Receipts or local tax. This tax shall be added to the invoice at current rates as a separate item to be paid by the user.

State Compensation

The prices quoted herein represent the total compensation to be paid by the State of New Mexico 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.

Escalation/Reduction Clause

In the event of a product and/or fuel cost increase, an escalation request will be reviewed by State Purchasing Division on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price increases will not be retroactive to orders already in process or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the Contractor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

- Contract item number
- Current item price
- Proposed new price
- Percentage of increase

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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, the Department shall issue a written certification of complete or partial acceptance or rejection of the services. If the Department finds that the services are not acceptable, it shall, within thirty days (30) after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services 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 (30) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1-1/2 percent (1.5%) per month. For purchases funded by the 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 have been received and accepted, payments shall be tendered to the contractor within five (5) working days of receipt of funds from the funding agency. Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's secretary or its duly authorized representative.

A multiple vendor agreement will be sought to ensure all areas of District 1 are covered.

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any contract between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	4,000	Gal	Septic Tank Pumping - Anthony Patrol Yard (2 Tanks) 2,000 gallons each	(AA) \$.75
				(AB) 300.00
				(AC) 850.00
				(AD) 600.00
002	2,000	Gal	Septic Tank Pumping - Cliff Patrol Yard (1 Tank)	(AA) \$.68
				(AB) 250.00
				(AC) 1,100.00
				(AD) 700.00
003	2,000	Gal	Septic Tank Pumping - Silver City Patrol Yard (1 Tank)	(AA) \$.70
				(AB) 200.00
				(AC) 900.00
				(AD) 600.00
004	2,600	Gal	Septic Tank Pumping - Lordsburg Patrol Yard (2 Tanks) 1 @ 2,000 gallons/1 @ 600 gallons	(AA) \$.80
				(AB) 240.00
				(AC) 1,500.00
				(AD) 832.00
005	1,000	Gal	Septic Tank Pumping - Animas Patrol Yard (1 Tank)	(AA) \$.83
				(AB) 175.00
				(AC) 1,200.00
				(AD) 500.00
006	1,000	Gal	Septic Tank Pumping - Hachita Patrol Yard (1 Tank)	(AA) \$.83
				(AB) 175.00
				(AC) 1,150.00
				(AD) 500.00
007	2,000	Gal	Septic Tank Pumping - Las Cruces Patrol Yard (1 Tank)	(AA) \$.75
				(AB) 220.00
				(AC) 500.00
				(AD) 300.00
008	2,000	Gal	Septic Tank Pumping - Hillsboro Patrol Yard (1 Tank)	(AA) \$.68
				(AB) 225.00
				(AC) 800.00
				(AD) 700.00
009	2,000	Gal	Septic Tank Pumping - Winston Patrol Yard (1 Tank)	(AA) \$.83
				(AB) 225.00
				(AC) 950.00
				(AD) 600.00
010	2,000	Gal	Septic Tank Pumping - Magdalena Patrol Yard (1 Tank)	(AA) \$.26
				(AB) 275.00
				(AC) 950.00
				(AD) 1,000.00

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011	2,000	Gal	Septic Tank Pumping - Socorro Patrol Yard (1 Tank)	(AA)	\$.21
				(AB)	200.00
				(AC)	850.00
				(AD)	1,000.00
012	10,000	Gal	Septic Tank Pumping - Anthony Welcome Center (1 Tank)	(AA)	\$.75
				(AB)	850.00
				(AC)	1,850.00
				(AD)	1,500.00
013	3,200	Gal	Septic Tank Pumping - Butterfield Rest Area (1 Tank)	(AA)	\$.68
				(AB)	300.00
				(AC)	1,300.00
				(AD)	960.00
014	5,750	Gal	Septic Tank Pumping - Fort Craig Rest Area North Bound (N/B) (1 Tank)	(AA)	\$.20
				(AB)	460.00
				(AC)	2,000.00
				(AD)	1,840.00
015	5,750	Gal	Septic Tank Pumping - Fort Craig Rest Area South Bound (S/B) (1 tank)	(AA)	\$.20
				(AB)	390.00
				(AC)	2,000.00
				(AD)	1,840.00
016	6,400	Gal	Septic Tank Pumping - Fort Selden Rest Area North Bound (N/B) (1 Tank)	(AA)	\$.68
				(AB)	500.00
				(AC)	1,472.00
				(AD)	960.00
017	6,400	Gal	Septic Tank Pumping - Fort Selden Rest Area South Bound (S/B) (1 Tank)	(AA)	\$.68
				(AB)	500.00
				(AC)	1,472.00
				(AD)	960.00
018	10,000	Gal	Septic Tank Pumping - Gage Rest Area (1 Tank)	(AA)	\$.85
				(AB)	790.00
				(AC)	2,000.00
				(AD)	3,000.00
019	6,000	Gal	Septic Tank Pumping - Lordsburg Welcome Center (1 Tank)	(AA)	\$.85
				(AB)	490.00
				(AC)	2,000.00
				(AD)	1,920.00
020	10,000	Gal	Septic Tank Pumping - Scenic View Rest Area (1 Tank)	(AA)	\$.75
				(AB)	1,020.00
				(AC)	2,000.00
				(AD)	1,500.00

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021	5,750	Gal	Septic Tank Pumping -Walking Sands Rest Area North Bound (N/B) (1 Tank)	(AA)	\$.16
				(AB)	491.00
				(AC)	2,000.00
				(AD)	2,875.00
022	5,750	Gal	Septic Tank Pumping -Walking Sands Rest Area South Bound (S/B) (1 Tank)	(AA)	\$.16
				(AB)	490.00
				(AC)	2,000.00
				(AD)	2,875.00
023	10,500	Gal	Septic Tank Pumping - Yucca Rest Area (1 Tank)	(AA)	\$.85
				(AB)	820.00
				(AC)	3,465.00
				(AD)	3,150.00
024	1	Mile	Mileage charge. Price per mile, mileage paid for "one-way" trips from point of origin to locations listed.	(AA)	-0-
				(AB)	\$ 6.00
				(AC)	NO CHARGE
				(AD)	NO CHARGE

24 Items Total