

**State of New Mexico
General Services Department
Purchasing Division**

Contract Amendment

Awarded Vendor 5 Vendors Telephone No.: _____
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Contract Number: 60-805-16-14232

Contract Amendment No.: Three

Term: April 15, 2016 – April 14, 2019

Ship to: As requested by using agency
Invoice: Same as "Ship To" address
For questions regarding this Contract please contact: India Garcia (505) 827-5183

Procurement Specialist: Clarke J. Fountain

Telephone No.: (505) 827-0487

Title: Truck Hauling Rental

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

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from April 15, 2018 to April 14, 2019.

NMDOT and all vendors are in agreement with this extension at the same prices terms and conditions along with a price increase for one (1) of the five (5) vendors.

NMDOT and Vendor (AD) Kachina Rentals are in agreement with the price increase. See below for price increase on item 001.

Price increase is due to NM Workforce Solutions Public Works Prevailing Wage Rates, effective January 1, 2018 (see attached).

(AD) Kachina Rentals LLC	Current Price	New Price
Item 001 – Truck Hauling-Rate for a truck and belly dump/end dump trailer combination having a maximum legal load capacity ranging from 65,200 pounds to 86,400 pounds.	\$85.00	\$95.00

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

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: March 27, 2018

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



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
0000046809
C & E Concrete, Inc.
PO Box 2547
Milan, NM 87021
Email: bjmace@ceconcrete.net
Telephone No.: (505) 287-2944

Price Agreement Number: 60-805-16-14232

Price Agreement Amendment No.: Two

Term: April 15, 2017 – April 14, 2018

Ship To:
As Requested by Using Agency

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0474

Invoice:
Same as "Ship To" Address

For questions regarding this Price Agreement please contact:
India Garcia (505) 827-5183

Title: Truck Hauling Rental

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

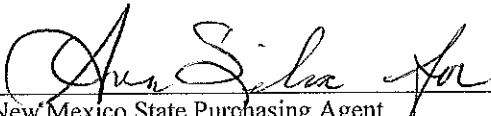
This amendment is issued to reflect the following effective immediately:

The following price increase is due to New Mexico Workforce Solutions Public Works Prevailing Wage Rates effective January 1, 2017:

(AA) C & E, Inc.			Current Price	New Price
001	Hour	Truck Hauling-Rate for a truck and belly dump/end dump trailer combination having a maximum legal load capacity ranging from 65,200 pounds to 86,400 pounds.	\$87.85	\$97.87

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

Accepted for the State of New Mexico



 New Mexico State Purchasing Agent

Date: 8/25/2017

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2017

Trade Classification	Base Rate	Fringe Rate On and Prior to February 10, 2017	Fringe Rate After February 10, 2017
Bricklayer/Blocklayer/Stonemason	23.46	8.40	8.40
Carpenter/Lather	23.75	9.27	9.27
Cement Mason	17.42	6.35	6.35
Ironworker	26.50	14.32	14.32
Painter (Brush/Roller/Spray)	16.60	5.78	5.78
Plumber/Pipefitter	22.84	7.48	7.48
Electricians (outside)			
Groundman	21.81	10.92	10.92
Equipment Operator	31.31	13.39	13.39
Lineman/Wireman or Tech	36.83	14.82	14.82
Cable Splicer	40.51	15.38	15.38
Laborers			
Group I	12.20	5.30	5.30
Group II	12.50	5.30	5.30
Group III	12.90	5.30	5.30
Operators			
Group I	16.69	6.03	6.33
Group II	17.44	6.03	6.33
Group III	17.55	6.03	6.33
Group IV	17.63	6.03	6.33
Group V	17.75	6.03	6.33
Group VI	17.89	6.03	6.33
Group VII	18.27	6.03	6.33
Group VIII	18.50	6.03	6.33
Group IX	25.45	6.03	6.33
Group X	28.35	6.03	6.33
Truck Drivers			
Group I	16.00	7.02	7.02
Group II	16.00	7.02	7.02
Group III	16.00	7.02	7.02
Group IV	16.00	7.02	7.02

NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT WWW.DWS.STATE.NM.US.



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
5 Vendors

Telephone No.:

Price Agreement Number: 60-805-16-14232

Price Agreement Amendment No.: One

Term: April 15, 2016 through April 14, 2018

Ship To:
As Requested by Using Agency

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Invoice:
Same as "Ship To" address

For questions regarding this Price Agreement please contact:
Nancy (Nick) Madrid 505-827-5546

Title: **Truck Hauling Rental**

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, extend agreement from April 15, 2017 to April 14, 2018 at the same price, terms and conditions.

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

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 2/17/2017



State of New Mexico General Services Department

Price Agreement

Awarded Vendors:
5 Vendors – See page 6

Price Agreement Number: 60-805-16-14232

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
As Requested

Procurement Specialist: Gabriel Aragon *Crump*

Telephone No.: 505-827-0610

Invoice:
Same as "Ship To"

Email: Gabriel.Aragon1@state.nm.us

For questions regarding this contract please contact:
Nancy "Nick" Madrid 505-827-5546

Title: **Truck Hauling Rental**

Term: **April 15, 2016 thru April 14, 2017**

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

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 04/11/2016

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 #: 60-805-16-14232

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

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

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

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

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

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

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

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

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

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

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

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

New Mexico Employees Health Coverage

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

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

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

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

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

New Mexico Pay Equity Initiative

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

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

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

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

Department Price Agreement

Article I – Statement of Work

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

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

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

Article II –Term

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

Article III –Specifications

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

Article IV – Shipping and Billing Instructions

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

Article V - Termination

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

Article VI – Amendment

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

Article VII – Issuance or 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 #: 60-805-16-14232

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Awarded Vendors:

(AA)
0000046809
C & E Concrete, Inc.
PO Box 2547
Milan, NM 87021
Phone: (505) 287-2944
Email: bjmace@ceconcrete.net

(AB)
0000085748
CBKN Dirtworks, Inc.
45 Yerba Manza
Bernalillo, NM 87004
Phone: (505) 867-9219
Email: CBKNdirtworks@yahoo.com

(AC)
0000052980
Enviroworks, LLC
5 Cinnamon Dr.
Edgewood, NM 87015
Phone: (505) 286-4891
Email: lisa@enviroworksforyou.com

(AD)
0000052554
Kachina Rentals LLC
HC 57 Box 52
Gallup, NM 87301
Phone: (505) 726-1740
Email: mike@kachinarentals.com

(AE)
0000052204
Olivas Trucking CO.
PO Box 504
Mora, NM 87732
Phone: (505) 429-8922
Email: gabyolivas15@gmail.com

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14232

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Establish a Price Agreement for truck hauling services for the New Mexico Department of Transportation.

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.

It is expressly understood and agreed that the New Mexico Department of Transportation through its District Engineer or his designee, will pay the hourly rate for hauling materials and transporting equipment.

Because of response time requirements, no bids will be accepted from contractors further than one hundred (100) miles from the NMDOT, District Six, Milan, New Mexico.

The operation of rental trucks shall be directed by the District Engineer or his designee.

The conditions and specifications set out in the Invitation to Bid are inseparable and indivisible. Any contractor, by submitting a bid, agrees to be bound by all such conditions or specifications. All conditions and specifications in the Invitation to Bid and all other documents required to be submitted, shall be returned by the contractor in his bid package, failure to do so or any attempt to vary or change the conditions or specifications of the Invitation to Bid shall, at the discretion of the state, constitute grounds for rejection of the entire bid.

The contractor shall be considered an independent contractor and not an employee of the NMDOT; however, directions as to time and place of performance and compliance with rules and regulations may be required by the Department.

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 contractor and the State of New Mexico and any commission, divisions or departments thereof.

The New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, are considered part of this Price Agreement, and may be referenced where applicable.

Current copies of the NMDOT Standard Specifications for Highway and Bridge Construction, most current edition which are available on the NMDOT website, at the following link: <http://dot.state.nm.us/en/PSE.html>. See Section 105.12 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, for load restrictions.

The Department reserves the right to measure any mileage involved in a haul utilizing a certified mileage device and the bidder agrees to accept this measurement as actual mileage traveled in the haul.

Awarded contractor will contact the NMDOT, District Six, Purchasing Officer, Mike Neely at (505) 285-3240 if any other contractor stops/delays/impedes his assignment to the NMDOT District Six for more than one (1) hour. Awarded contractor will contact the NMDOT, District Six, Purchasing Officer, Mike Neely at (505) 285-3240 if any act of Mother Nature stops /delays/impedes his assignment to the NMDOT, District Six for more than one (1) hour.

The NMDOT, District Six will estimate as close as possible the time for trucks to travel safely and legally from Point A to Point B while hauling materials. The NMDOT will allow sufficient time for the drivers to return to the start point at the end of each day during hauling operations.

Truck driver timesheets which reflect excessive time without reason will be disallowed. Additional hours will not be allowed for fueling, truck breakdowns or lunch breaks.

State of New Mexico
General Services Department
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Price Agreement #: 60-805-16-14232

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Awarded contractor will review time sheets and insure they have correct dates, correct job name, correct times and that they are legible. The NMDOT will reject documents that are substandard, no exceptions.

Delays caused by breakdown of trucks shall be reported to Mike Neely (505) 285-3240, at the NMDOT and noted on driver timesheets as a cause of delay.

The NMDOT District Six will normally issue orders to the awarded contractor with instructions for the trucks to report to a specific location for "Loading" and "Hauling" of materials. The NMDOT District Six will instruct contractor to have the trucks arrive at a "Staggered" time to prevent "Bottlenecks" during loading in the morning. Drivers who arrive early and reflect so on their timesheets will not be paid for arriving at other than the time instructed by the NMDOT.

Awarded contractor will be in default of their contract obligations if the number of trucks ordered is not the number of trucks provided.

Awarded contractor will ensure all loads are properly tarped and instruct drivers assigned to the NMDOT on the importance of safety to the motoring public during hauling of materials.

The NMDOT District Six will issue orders and expect the contractor's trucks to arrive at the instructed time and the NMDOT expects the contractor's truck drivers to be ready and alert for a day's work. The NMDOT will not accept a truck driver who has not rested/slept at least four (4) hours the night before due to other commitments or other work assignments. Awarded contractor is completely responsible for their truck drivers.

MOBILIZATION:

The Contractor must designate a home office in New Mexico. Mobilization to the work site will be measured on a per mile basis from the Contractor's last work site to the new work site or from the Contractor's home office whichever is less. No payment will be made for moves less than twenty-five (25) miles. All mileages will be verified by the District Engineer or his designee.

STAND-BY-TIME:

The NMDOT will pay stand by time when operations are halted temporarily because of a breakdown of NMDOT equipment or hired equipment and operations appear that they will proceed as planned. The NMDOT designee will determine when stand-by-time begins and ends.

Cancellation of work due to snow, rain, etc., is something to be expected. The NMDOT will contact the trucking company's foreman/lead-man and will advise if no work that day. It is the foreman/lead-man primary responsibility to call and contact the NMDOT designee before reporting to work if obvious inclement weather is occurring and the NMDOT has not already issued notice of cancellation or delay. The NMDOT will instruct the contracted contractor of start time if any delays occur, drivers who show up before the instructed time will not be paid. Awarded contractor is completely responsible that above instructions are followed.

Communication between the NMDOT designee and the trucking foreman will be open at all times. Both parties will be accessible to each other. Failure of one party to be accessible to the other will not be grounds for any of the above instructions not to be adhered to. Common sense and accepted business practices will be followed by both parties.

The NMDOT reserves the right to order either "Belly Dumps" or "End Dumps" to accomplish the hauling jobs.

The NMDOT District Engineer/designee decisions will be final.

NOTE:

The NMDOT or any other user of this Price Agreement will be responsible for assuring that the hauler has obtained the proper permits from the public regulation commission when required to haul regulated materials in accordance with PRC regulations.

State of New Mexico
General Services Department
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Price Agreement #: 60-805-16-14232

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Failure by the awarded contractor to respond to any request for services made by the NMDOT, in a timely manner, will be cause for cancellation of this Price Agreement. This Price Agreement may be terminated by the NMDOT with thirty (30) days written notice as/when approved by the State Purchasing Agent.

Costs of fuel shall be included in all bid items

The New Mexico Department of Transportation will pay only for legal loads hauled by the successful contractor, legal loads shall be as prescribed or determined by laws of New Mexico and current regulations covering the operation of oversize and overweight vehicles on public roads and highways in New Mexico.

ESCALATION CLAUSE:

In the event of a product cost increase an escalation request will be reviewed by this office 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 decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

Effective dates for increase will not be any sooner than fifteen (15) days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed of Increase
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

Equipment offered in this invitation, if accepted, will be delivered to the proper authority at a point to be designated by the accepting agency in first class working condition and will be maintained in good running order at all times during the life of the Price Agreement at the expense of the contractor.

The contractor shall agree that the New Mexico Department of Transportation shall have the right to inspect any piece of equipment at the time of delivery or at any time thereafter at such point as may be designated, and pass on whether or not such equipment is in satisfactory condition for the work proposed to be done. In the event that the awarded contractor's equipment is found to be in unsatisfactory condition, the State of New Mexico shall have the privilege of permitting the contractor sufficient time for placing said equipment in satisfactory condition, or may cancel the agreement at any time as to any piece of equipment covered thereby, failure to inspect or approve such equipment shall not be considered as approval thereof. Only the District Engineer or his designee shall have the right to inspect or approve equipment.

Equipment is to be delivered in good condition with necessary drivers or operators, who will operate and maintain the equipment in first class working condition. All operating expenses, fuel, oil and repair parts are to be furnished by the contractor at his expense during the life of the Price Agreement. Payment will not be made for down time for repairs.

The contractor shall agree that the operators of equipment will secure and have in their possession at all times, when operating the equipment, proper motor vehicle operator's license as required by the laws of the State of New Mexico.

The Contractor shall agree that this Price Agreement is to cover an estimated period of one (1) year from date of acceptance however, the State of New Mexico shall have the right to terminate and cancel the Price Agreement, or any part thereof, on any or all pieces of equipment at any time by providing contractor with thirty (30) days written notice per Article V of Price Agreement.

Public Works Minimum Wage Act:

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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 Work Force Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the vendor during the life of this Price Agreement.

METHOD OF AWARD:

This Price Agreement is established as a source and convenience of the New Mexico Department of Transportation (NMDOT). It is the responsibility of the user agency to utilize this Price Agreement to the best interests of the State of New Mexico. **Multiple awards will be made to serve the best interest of the user agencies.**

The award for this bid will be based on Item 001 Hourly Rate.

This is an "All or None Award."

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.

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 thereof 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 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.

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- 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.

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,

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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).

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to the time and place of performance and compliance with rules and regulations may be required by the using Agency.

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.

Payment Provisions:

Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of 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, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that 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 his duly authorized representative.

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The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

Tax Note:

Bid shall not include state gross receipts tax or local option tax(es). 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 GRT rate shall be calculated based on the delivery location.

State Compensation

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.

Contractor is requested to indicate Federal Tax ID Number, NM Gross Receipts Number, or Social Security Number

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Hour	Truck Hauling-Rate for a truck and belly dump/end dump trailer combination having a maximum legal load capacity ranging from 65,200 pounds to 86,400 pounds.	(AA) \$87.85 (AB) \$90.00 (AC) \$80.00 (AD) \$85.00 (AE) \$98.00
002	1	Hour	Truck Hauling-Rate for one loader, _cubic yard capacity, with operator.	(AA) \$65.00 (AB) \$150.00 (AC) \$128.00 (AD) \$100.00 (AE) \$175.00
003	1	Hour	Truck Hauling-Stand by time rate	(AA) \$68.00 (AB) \$50.00 (AC) \$40.00 (AD) \$55.00 (AE) \$48.00
004	1	Hour	Truck Hauling-Mobilization rate, one way only to the destination of the "Haul Site" the first day. No more than 2-hours of mobilization per truck will be allowed.	(AA) \$140.00 (AB) \$85.00 (AC) \$80.00 (AD) \$110.00 (AE) \$98.00
005	1	Mile	Truck Hauling-Rate for a transport truck to move equipment.	(AA) \$5.00 (AB) \$2.50 (AC) \$5.50 (AD) \$4.00 (AE) \$6.00

5 Items Total