



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000043162
James, Cook & Hobson Inc.
3810 Academy Parkway S. NE
Albuquerque, NM 87109

Telephone No.: (505) 344-7100
Email: amf@jchinc.com

Price Agreement Number: 72-805-16-15035

Price Agreement Amendment No.: Four

Term: December 5, 2016-December 4, 2020

Ship To:
NMDOT – District 3
Pan American Freeway NE
Albuquerque, NM 87109

Procurement Specialist: Raelynn Lujan

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

Invoice:
NMDOT- District 3
PO Box 91750
Albuquerque, NM 87199

For questions regarding this Contract please contact:
India Garcia (505) 960-7383

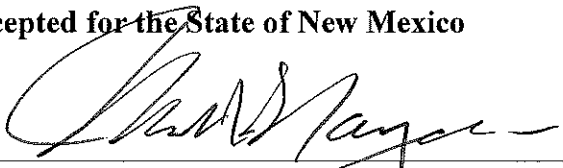
Title: Sewage and Trash Pumps – Maintenance and Repair

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 December 5, 2019 to December 4, 2020 at the same price, terms and conditions.

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

Accepted for the State of New Mexico



Mark Hayden
New Mexico State Purchasing Agent

Date: 10/2/2019

nm
BJ



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000043162
James, Cook & Hobson Inc.
3810 Academy Parkway S. NE
Albuquerque, NM 87109


Telephone No. (505) 344-7100
Email: amf@jchinc.com

Contract Number: 72-805-16-15035

Contract Amendment No.: Three

Term: December 5, 2016- December 4, 2019

Ship to:
NMDOT – District 3
Pan American Freeway NE
Albuquerque, NM 87109

Procurement Specialist: Raelynn Lujan 

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

Invoice:
NMDOT- District 3
PO Box 91750
Albuquerque, NM 87199

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

Title: Sewage and Trash Pumps – Maintenance and Repair

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 December 5, 2018 to December 4, 2019 at the same price, terms and conditions.

The provisions of the Contract 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: 11/1/2018



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Contract Number: 72-805-16-15035

Contract Amendment No.: TWO

Term: December 5, 2016 – December 4, 2018

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Awarded Vendor
0000043162
James, Cook & Hobson Inc.
3810 Academy Parkway S. NE
Albuquerque, NM 87109

Telephone No. 505-344-7100
Email: amf@jchinc.com

Ship to:
NMDOT – District 3
Pan American Freeway NE
Albuquerque, NM 87109

Invoice:
NMDOT – District 3
PO Box 91750
Albuquerque, NM 87199

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

Title: Sewage and Trash Pumps – Maintenance and Repair

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

This amendment is issued to reflect the following effective:

There is no Compensation Increase as stated on amendment one.

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
ML

Date: 10/18/17



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000043162
James, Cook & Hobson Inc.
3810 Academy Parkway S. NE
Albuquerque, NM 87109

Telephone No. 505-344-7100
Email: amf@jchinc.com

Contract Number: 72-805-16-15035

Contract Amendment No.: ONE

Term: December 5, 2016 – December 4, 2018

Ship to:
NMDOT – District 3
Pan American Freeway NE
Albuquerque, NM 87109

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Invoice:
NMDOT – District 3
PO Box 91750
Albuquerque, NM 87199

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


Title: Sewage and Trash Pumps – Maintenance and Repair

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 December 5, 2017 to December 4, 2018 with a Compensation Increase per the attached agreement.

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
ML

Date: 10/18/17



**State of New Mexico
General Services Department**

Contract

Awarded Vendor
 0000043162
 James, Cook & Hobson Inc.
 3810 Academy Parkway S. NE
 Albuquerque, NM 87109
 Telephone No. 505-344-7100
 Email: amf@jchinc.com


Contract Number: 72-805-16-15035

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Required (Service Only) Parts Varies

Ship To:
 NMDOT-District 3
 Pan American Freeway NE
 Albuquerque, NM 87109

Procurement Specialist: Sandra Lujan 

Telephone No.: (505) 827-0242

Invoice
 NMDOT-District 3
 PO Box 91750
 Albuquerque, NM 87199

For questions regarding this contract please contact:
Gabriel D. Vigil 505-798-6692

Title: *Sewage and Trash Pumps – Maintenance and Repair*

Term: **December 5, 2016 thru December 4, 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: 11/30/2016

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

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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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General Services Department
Purchasing Division
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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 _____

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Sewage & Trash Pumps – Maintenance & Repair

To establish a Contract for Sewage and Trash Pumps – Maintenance and/or Repair.

This contract is applicable and available for use by New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies.

Terms:

The Term of this agreement shall be for one (1) year from dates of award with the option to extend for a period (s) 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.

Scope:

Work experience with FLYGT brand flood pumps will be verified by the using agency.

The contractor will be required to service the pumps monthly. Monthly service shall include the following:

Check condition of insulation on electrical power cables and all phases of motor windings (Resistance Check).

Check for any loose or faulty electrical connections within the pump control panel.

Check Voltage supply between all phases on the line side of the electrical control panel; pump off.

Check amperage: Draw on all phases of pump motor. (Running Dry)

Check voltage between all phases on the load side of the pump control panel. (Pump On)

Check condition and operation of motor protective devices. Physically check large pump, and remove small pump for inspection.

Check condition and operation of leakage detector.

Check physically for damage or cut pump cable (s).

Clean, reset and check operation of level sensors or bubble system.

Check for correct shaft rotation, and upper and lower seals.

Test of operating cycle.

Check impeller and lower bearing.

Check upper and lower bearings.

Change oil yearly, or as needed.

Interested bidder shall provide user with an established number of hours to perform the above listed inspections.

In the event that repairs are needed in addition to the regular maintenance service, the contracted vendor must furnish the district engineer or designee with an estimate/quote of all necessary labor, materials, parts, mileage and travel for approval prior to the commencement of work.

NMDOT reserves the right to cancel this contract with 30 days written notice and approval of the New Mexico State Purchasing Agent.

Awarded vendor must agree to respond to emergency calls within one (1) hour of notification.

Contractor Note:

Comply with all Local, State and Federal regulations governing safety, health and all sanitation. Contractor shall provide all 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 property in connection with the performance of work covered by this price agreement.

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.

Item 0005 – Discount on parts and materials: Applies to parts and materials which have been found to be in need of replacement (s) during initial check/inspection if monthly service is used or upon inspection of units when actual breakdowns occur.

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An evaluation will be based on an "average job" consisting of: 6 hour labor, \$100.00 parts and trip charges for sixty (60) miles.

Vendor is requested to indicate Federal Tax ID number. NM gross receipts number or Social Security Number: _____

Indicate warranty period for all parts and service: Example: 30 days from date of repairs.

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

Escalation/Reduction Clause:

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increase will not be any sooner than fifteen 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. Contract Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

This escalation policy will be terminated as soon as the market stabilizes. Should you have questions concerning this policy, please contact the State Purchasing Division.

Tax Note:

Prices shall not include State gross receipts or local tax. Tax shall be added at the time of invoice at current rates as a separate item to be paid by users.

Contractor agrees to be bound by all such conditions or specifications.

Payment Provision:

Within fifteen 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 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 details of how the contractor may proceed to provide remedial action. Upon certification by the department that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it was postmarked. After the thirtieth 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 ½ percent per month. For purchases funded by State or 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 working days of receipt of the funds from the funding agency.

Final payment shall be made within 30 days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

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 contract may be cancelled effective immediately.

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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 property caused by, or resulting from, contractor's and/or its employees, own negligent act (s) or omissions (s) while contractor, and/or its employee (s) perform (s) or fail (s) 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 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 claim (s) whatsoever pursuant to the provisions of this agreement.

Insurance Provision:

The contractor shall procure and maintain at the contractor's expense, insurance of the kind and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the contract, whether performed by the contractor, 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 and employees, agents and sub-contractors there from.

Public Liability and Automobile Liability Insurance. 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: \$1,000,000.00 each person; \$2,000,000.00 each occurrence. (Annual Aggregate)
Property Damage Liability: \$2,000,000.00 each occurrence (Annual Aggregate)

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:

- a. Coverage for liability arising out of the operation of independent contractors.
- b. Completed operation coverage.
- c. Attachment of the broad form comprehensive general liability endorsement.

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.

In the event that a form of work next to an existing building or structure is a required part of the 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 buildings or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or casson work or to moving, shoring, underpinning, raising or demolition of buildings or structures or removal or rebuilding of structural supports thereof.

Coverage must be included for 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 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.

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: 1,000,000.00 each person; 2,000,000.00 each occurrence (Annual Aggregate)

Property damage liability: 2,000,000.00 each occurrence (Annual Aggregate)

Worker's compensation insurance. The contractor shall also carry worker's compensation insurance or otherwise fully comply with the provision of the New Mexico Workmen's Compensation Act and Occupational Disease Disablement Law.

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Contract #: 72-805-16-15035

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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.

Certificate of insurance / department as additional insured. 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 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 term of the contract. The department shall not issue a notice to proceed until such time as the above requirements have been met.

(H)Umbrella Coverage:

The insurance limits cited in the above paragraph are the minimum limits. This specification is in no way intended to define what constitutes adequate insurance coverage for individual contractor. The department will recognize the following form excess coverage (Umbrella) as meeting the requirements of subsection (A) 1.A, should such insurance otherwise meet all requirements of such subsections.

(I)Optimal Insurance:

The contractor shall procure and maintain, when required by the department, form and types of bailee insurance such as, but not limited to builders 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.

(J)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 in the name of 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 N.R.P.C.

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: Liability and Physical damage to property: \$6,000,000.00 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). in effect at that time.

Ship To:
NMDOT
District 3
Purchasing Office
Pan American Freeway NE
Albuquerque NM 87109

Bill to:
NMDOT
District 3
PO Box 91750
Albuquerque, NM 87199-1750

State of New Mexico
 General Services Department
 Purchasing Division
 Contract #: 72-805-16-15035

ATTENTION VENDORS: Please email invoices to: nmddot-d3.ap@state.nm.us

All interested bidders should contact Gabriel D. Vigil at (505) 798-6692 for detailed information relative to this Invitation to Bid.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
ITEM No.	APPROX QTY	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE
0001		Hour	Labor Rate, Journeyman	\$ <u>95.00</u>
0002		Hour	Labor Rate, Apprentice	\$ <u>90.00</u>
0003		Hour	Labor Rate for Travel	\$ <u>95.00</u>
0004		Mile	One way mileage, to be only for Trips over 25 miles one way. Point of origin for mileage shall be the Big "I" Interchange, Albuquerque, NM (mile/one way)	\$ <u>2.00</u>
0005		Disc	Discount from list price for parts and materials. Specify and submit Flygt" price list to user Agency. %	\$ <u>0%</u>
0006		Hour	Journeyman After 5:00 pm, Weekends & Holidays	\$ <u>142.50</u>
0007		Hour	Apprentice/Helper After 5:00 pm, Weekends & Holidays	\$ <u>NO BID</u>
0008		Month	Monthly service including all labor, materials, parts, mileage & travel.	\$ <u>760.00</u>
0009		Job	Major repairs, as required, on Flygt brand pumps, electrical controllers and other associated components. Estimates and quotes shall be furnished to the District Engineer or Designee for approval prior to commencement of repairs. Will provide quotes as needed.	\$ <u>Quoted</u>