



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment


Awarded Vendor
2 Vendors

Contract Number: 85-805-17-16461

Contract Amendment No.: One

Term: December 1, 2017 – November 30, 2019

Ship to:
New Mexico Department of Transportation
Various Locations

Procurement Specialist:  Clarke J. Fountain

Telephone No.: (505) 827-0487

Email: ClarkeJ.Fountain@state.nm.us

Invoice:
see full list of invoice recipients, page 15 and 16

New Mexico Department of Transportation
Intelligent Transportation Systems Bureau
809 Copper NW
Albuquerque, NM 87102

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

Title: Transportation Equipment Repair and Maintenance

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 1, 2018 to November 30, 2019 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Date: 10/05/2018

New Mexico State Purchasing Agent

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



State of New Mexico General Services Department

Price Agreement

Awarded Vendor
Two Vendors, see page 6

Price Agreement Number: **85-805-17-16461**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As requested**

Ship To:
Various Locations

Procurement Specialist: **Clarke J. Fountain**

Telephone No.: **(505) 827-0487**

Invoice:
See full list of invoice recipients, page 15 and 16

**NM Department of Transportation
Intelligent Transportation Systems Bureau
809 Copper NW
Albuquerque, NM 87102**

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

Title: Transportation Equipment Repair and Maintenance

Term: December 1, 2017– November 30, 2018

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: November 29, 2017

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

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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, 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

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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

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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

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exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

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

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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Awarded Vendors:

**(AA) 0000049380
Bixby Electric Inc.
521 Wheeler Ave. SE
Albuquerque, NM 87102**

Telephone No. (505) 842-5384

**(AB) 0000067770
MWI, Inc.
P.O. Box 30670
Albuquerque, NM 87190**

Telephone No. (505) 508-0744

SPECIFICATIONS

Establish a price agreement for Transportation Equipment Installation, Maintenance, Support and Repair for the New Mexico Department of Transportation (NMDOT). This price agreement includes materials, labor and equipment as per the specifications contained herein.

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

All work performed under this contract shall meet the specifications as set forth in this price agreement, and all applicable New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications (current edition). They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/content/nmdot/en/Standards.html> and they are available for purchase at the General Office Financial Control Section (505) 827-5159.

Pursuant to the Contractor Prequalification Rule 18.27.5 NMAC, Contractors shall obtain prequalified status with the NMDOT as a condition to submitting a bid. In addition, the Contractor shall have at least ten (10) years of direct experience for the installation, maintenance, support and repair of intelligent transportation systems (ITS) equipment and communications systems.

The Contractor shall perform with its own organization at least 40% of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

All material and/or equipment supplied as part of this price agreement are required to have prior product approval through the NMDOT Product Evaluation Program.

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.

Performance, Payment and Material Bond:

Upon the issuance of a purchase order, the successful awarded contractor(s) must provide a performance, payment and materials bond equal to 100% of the total purchase order. Said bond must be provided to the requesting Intelligent Transportation System (ITS) Bureau Chief, District Engineer or their designee prior to the commencement of work. Failure to comply may result in the purchase order being issued to another vendor and difference being charged back to the awarded contractor(s).

The performance bond is to secure the NMDOT for losses and damages sustained by reason of default by vendor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

Tax Note:

Item prices shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by users.

Bidding Information:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any vendor, by

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submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the vendor in their 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 of New Mexico, constitute grounds for rejection of the entire bid.

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

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

Vendor is requested to indicate their federal tax id number, New Mexico gross receipts or social security number

Bid Review:

The NMDOT shall perform a bid analysis of the bids received to include a determination of qualifications in accordance with the standards and requirements of the price agreement. The analysis and recommendation for award will be sent to State Purchasing for a determination.

Method of Award:

Method of award may be awarded to one (1) or more vendors, but not to exceed three (3) vendors per group as follows:

Items 001 – 022 Group One
Items 023 – 054 Group Two

For a bid to be considered for award to a group, prices must be submitted for all items for that group. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group.

Utilization of Vendors:

The following procedure for the utilization of vendors shall be used on multiple award price agreements.

1. The selection of a vendor from a multiple award price agreement to complete a project shall be based on the purchase order.
2. The ITS Bureau Chief, District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded vendor.
3. The vendor selected to perform the work on the project shall be the vendor providing services for the specific project estimate at the lowest overall cost to the NMDOT and able to meet all project delivery requirements including project schedule. A vendor **not** offering the lowest cost to the NMDOT can be used for the specific project if the vendor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the ITS Bureau Chief, District Engineer or their designee.

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Any changes to the original purchase order will require a modification form signed by the ITS Bureau Chief, District Engineer or their designee. All supporting documentation shall be maintained in the project file.

Public Works Minimum Wage Act:

This is a Public Works price agreement subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the New Mexico Department of Workforce Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the vendor during the life of this Price Agreement.

If a Contractor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the contractor or subcontractor may lose their right to proceed with the work.

Price Agreement Order:

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the NMDOT. The Wage Rate Decision number can be obtained through the New Mexico Department of Workforce Solutions, Public Works Section. The NMDOT must be registered through the Public Works website that can be accessed at:

<http://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX>

Contractor Requirements:

The Contractor Agrees To;

- A. Provide competent supervision and skilled personnel to perform all work covered by this price agreement.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.
- C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/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 price agreement. This hold 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 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(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 price agreement.

- D. Comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.

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Insurance Requirements: The Contractor shall procure and maintain at the Contractor's expense insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the 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.

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)

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- (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:

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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 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.

SPECIFICATIONS FOR TRANSPORTATION EQUIPMENT INSTALLATION, MAINTENANCE, SUPPORT AND REPAIR:

All work issued through this Price Agreement will be done in accordance with the following Special Provisions:

- Section 701-A DMS-Walk-in, Front Access, Arterial, Trailblazer Amber
- Section 750-A Fiber Optic Cable and Interconnect
- Section 750-B ITS Communications Conduit System
- Section 750-C ITS Pull Box and Manhole
- Section 750-D Closed Circuit Television (CCTV) System
- Section 750-E Camera Lowering Device
- Section 750-F Camera Pole
- Section 750-G Vehicle Detection System
- Section 750-H ITS System Acceptance Testing
- Section 750-I Roadway Weather Information Systems
- Section 750-J Highway Advisory Radio Systems
- Standard Serials for:
 - Typical Conduit Trench and Installation Details
 - Conduit Expansion Coupling and Two-Hole Clamp
 - Steel and Concrete ITS Pole
 - ITS Cabinet
 - ITS Pull Box Installation Details
 - ITS Manhole Installation Details

Materials:

All work will be done in accordance with the plans, specifications and estimate (PSE) package developed for the task for which the contractor is providing a quote. This includes providing all equipment and materials as detailed in the summary of quantities within the PSE package. The quote shall specifically correlate to each individual item in the summary. Should the contractor's quote vary by more than 20% of the developed estimate, the contractor will provide justification to the Department or their authorized agent to ensure both parties have a full understanding of project scope prior to a purchase order being issued. Costs associated with providing materials will be a direct pass through cost with no more than a ten (10) % mark-up to the Department. All such costs will be supported by invoices that reflect the cost to the contractor being passed through to the Department.

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Supporting Activities:

All work will be done in accordance with the PSE package developed for the task for which the contractor is providing a quote. This includes providing all subcontracting specialty services needed for project completion that are not included as bid items within this price agreement. These services will be identified as a Notice to Contractor within the scope of the PSE. All subcontractors will be required to comply with the same applicable federal requirements of the contractor. In the event the completion of assigned work will require supporting specialty activities from third parties associated costs will be a direct pass through to the Department with no more than a five (5) % mark-up. All such costs will be supported by invoices that reflect the cost to the contractor being passed through to the Department. Should the contractor's quote vary by more than 20% of the developed estimate, the contractor will provide justification to the Department or their authorized agent to ensure both parties have a full understanding of project scope prior to a purchase order being issued.

Subsurface work to identify potential conflicts or issues with proposed conduit alignments will be allowed to be billed as Semi-skilled labor within that grouping, as applicable.

Subsurface Excavation

The contractor shall be responsible for providing excavation notifications and for full compliance with all requirements associated with New Mexico's 811 Law (Chapter 62, Article 14 NMSA 1978).

Project Time, Materials and Completion Requirements:

The contractor shall be notified of exact location(s) and quantity per prepared plans and specifications. For emergency work in NMDOT District 3, the contractor will be allowed two (2) hours to begin work following verbal notification from an authorized NMDOT representative. For emergency work outside of District 3, the contractor will be allowed eight (8) hours to begin work following verbal notification from an authorized NMDOT representative. Verbal notification shall be followed by a written work order.

Should the contractor fail to perform the entire project within the specified time the contractor is subject to the following schedule of liquidated damages representing inconvenience and monetary damage to the traveling public:

Cost	Contract time in work days	Penalty/day over allowed
\$0 - \$5,000	5	\$100/work day over
\$5,001 - \$15,000	20	\$300/work day over
\$15,001 - \$30,000	35	\$500/work day over
\$30,001 - \$50,000	50	\$500/work day over
\$50,000 – over	100	\$500/work day over

Upon completion of assigned work order, it shall be the contractor's responsibility to notify the ITS Bureau Chief or his designee, verbally or in written request, for a final inspection. Failure to do so will result in the accrument of work days that would be included in the assessment of any applicable liquidated damages as indicated in the above schedule.

Unless specified otherwise, all work performed by the contractor will be warranted for one (1) year from the date of acceptance. This does not preclude or abbreviate any manufacturer's equipment warranty.

Should equipment fail or become damaged due to reasons attributable to the contractor's installation or if the contractor provides non-functioning or malfunctioning equipment as part of the assigned work, the contractor will

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be responsible for all associated costs for equipment repair and/or replacement during the one (1) year installation warranty period. If a warranty on workmanship is specified in the applicable Special Provision, the longer of the two periods shall be used.

When installing state-supplied equipment, the contractor shall be responsible for failures attributable to the contractor's installation activities, as well as any damages to the equipment that is attributable to their installation activities. The contractor will be responsible for all associated costs for equipment repair and/or replacement.

Project Delivery Requirements:

Project Delivery Requirements, as described in the Utilization Of Vendors section, requires that vendors be able to meet all project requirements including, but not limited to, being able to meet the project schedule, ensuring that materials and equipment are at the job site as scheduled, ensuring that samplers, supplied by the vendor, are available to sample when requested and within the required time limits and ensure that all material delivered to the project meets specification. A vendor failing to meet these requirements may be deemed unresponsive by the ITS Bureau Chief, District Engineer and be disqualified. The vendor will be responsible for all costs incurred, by the vendor, which the Department, determines as not being applicable to the project. The NMDOT reserves the right to utilize a secondary vendor for the purchase order.

Method of Measurement and Payment:

All quantities are to be measured by the Intelligent Transportation Systems Bureau Chief or their designee and shall be considered to be final and all payments for same will be made on this basis.

Traffic Control:

All work will be done in accordance with the PSE package developed for the task for which the contractor is providing a quote. This includes providing all necessary traffic control. Traffic control shall be quoted by the contractor as a lump sum based on hourly costs for the estimated project's duration under the category as either urban traffic control or rural traffic control. It will be inclusive of all signing flagmen and traffic channelization devices. When the use of variable message boards or pilot vehicles are required, those will be discretely identified and priced on an hourly basis within the lump sum quote. Payment for traffic control shall be based on actual deployment as verified by the Department. Should the contractor's quote vary by more than 20% of the developed estimate, the contractor will provide justification to the Department or their authorized agent to ensure both parties have a full understanding of project scope prior to a purchase order being issued.

The Contractor shall abide with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, current special provisions and supplemental specifications, Section 700 on traffic control devices and with the Manual of Uniform Traffic Control Devices current edition, Part VI – Temporary Traffic Control. The Contractor shall submit a traffic control plan to the District Engineer or their designee three weeks prior to actual construction. The Traffic control plan shall include the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized, all lane closures and detours. The traffic control plan must be approved by the Traffic Engineer or their designee prior to the beginning of operations.

The Contractor shall also provide sufficient flagmen, when deemed necessary by the District Engineer or their designee, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signing that is required during nonworking hours and night-time hours. At least one lane shall remain open to traffic, with adequate flagging, when working on two lane road and treated roadways shall be reopened to traffic during night-time or nonworking hours.

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Payments and Invoicing:

Within fifteen days after the date the NMDOT 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 NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the New Mexico Department of Transportation 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 NMDOT 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 is 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 purchase order to the Contractor at the rate of 1 1/2 percent per month. For purchases funded by state or federal grants to local public bodies, if the 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 working days of receipt of funds from that funding agency.

Final payment shall be made within thirty days after the work has been approved and accepted by the New Mexico Department of Transportation's Secretary of his/her duly authorized representative. The Contractor agrees to comply with state laws and rules pertaining to worker's 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 purchase order may be canceled effective immediately.

Invoice To:

NM Department of Transportation
Intelligent Transportation Systems Bureau
809 Copper NW
Albuquerque, NM 87102

NM Department of Transportation
General Office
P.O. Box 1149
Santa Fe, NM 87504-1149

NM Department of Transportation
District One
P.O. Box 231
Deming, NM 88030-0231

NM Department of Transportation
District Two
P.O. Box 1457
Roswell, NM 88202-1457

NM Department of Transportation

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District Three
P. O. Box 91750
Albuquerque, NM 87199-1750

NM Department of Transportation
District Four
P.O. Box 10
Las Vegas, NM 87701-0010

NM Department of Transportation
District Five
P.O. Box 4127
Santa Fe, NM 87502-4127

NM Department of Transportation
District Six
P.O. Box 2159
Milan, NM 87021-2159

Escalation 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. Price Agreement 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 justification 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.

Mobilization:

Mobilization for moves within the State of New Mexico to any job site as required. No payment will be made for work within District 3 or for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to his/her designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of this item, the Contractor shall designate a New Mexico base station _____.

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and

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all payments for the same will be made on this basis.

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

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Award:

Item	Approx Qty	Unit	Article and Description	Unit Price	Unit Price
				AA	AB
001	1000	Hour	Skilled Labor ITS Field Equipment Install / Repair / Maintenance / Support, Non-emergency Response Services to be Performed in NMDOT District 3	\$94.00	\$90.00
002	1000	Hour	Semi-skilled Labor ITS Field Equipment Install / Repair / Maintenance / Support, Non-emergency Response Services to be Performed in NMDOT District 3	\$68.00	\$65.00
003	1000	Hour	Non-skilled Labor ITS Field Equipment Install / Repair / Maintenance / Support, Non-emergency Response Services to be Performed in NMDOT District 3	\$52.00	\$50.00
004	1000	Hour	Rental of Backhoe, Non-emergency Response Services to be Performed in NMDOT District 3	\$34.00	\$35.00
005	300	Hour	Rental of Underground Borer, Non-emergency Response Services to be Performed in NMDOT District 3	\$247.00	\$150.00
006	1000	Hour	Rental of Trencher, Non-emergency Response Services to be Performed in NMDOT District 3	\$43.00	\$40.00
007	100	Hour	Rental of a Rocksaw, Non-emergency Response Services to be Performed in NMDOT District 3	\$162.00	\$150.00
008	300	Hour	Rental of Bucket Truck (up to 55 ft.), Non-emergency Response Services to be Performed in NMDOT Dist. 3	\$50.00	\$50.00
009	200	Hour	Rental of Mobile Crane (up to 10,000 Pound Capacity), Non-emergency Response Services to be Performed in NMDOT District 3	\$55.00	\$60.00
010	200	Hour	Rental of Drilling Rig (Up to 48-inch Diameter Bores Down to a 24-ft Depth), Non-emergency Response Services to be Performed in NMDOT District 3	\$131.00	\$125.00

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Item	Approx Qty	Unit	Article and Description	Unit Price	Unit Price
011	32	Hour	Same as Bid Item 0010 Except Capable of Boring into Rock Subsurface	\$196.00	\$175.00
012	10	Each	Fiber Splice, Full 144 Strand, Non-emergency Response Services to be Performed in NMDOT District 3	\$2,870.00	\$3,100.00
013	20	Each	Fiber Splice, Full 96 Strand, Non-emergency Response Services to be Performed in NMDOT District 3	\$2,350.00	\$2,100.00
014	40	Each	Fiber Splice, Full 12 Strand, Non-emergency Response Services to be Performed in NMDOT District 3	\$1,060.00	\$1,100.00
015	60	Each	Fiber Splice, Branch 6 Strand, Non-emergency Response Services to be Performed in NMDOT District 3	\$790.00	\$770.00
016	50	Hour	Skilled Labor ITS Field Equipment Install / Repair / Maintenance / Support, Emergency Response Services to be Performed in NMDOT District 3	\$135.00	\$120.00
017	50	Hour	Semi-skilled Labor ITS Field Equipment Install / Repair / Maintenance / Support, Emergency Response Services to be Performed in NMDOT District 3	\$122.00	\$80.00
018	50	Hour	Non-skilled Labor ITS Field Equipment Install / Repair / Maintenance / Support, Emergency Response Services to be Performed in NMDOT District 3	\$75.00	\$65.00
019	50	Hour	Rental of Backhoe, Emergency Response Services to be Performed in NMDOT District 3	\$55.00	\$45.00
020	50	Hour	Rental of Bucket Truck (up to 55 ft), Emergency Response Services to be Performed in NMDOT Dist. 3	\$60.00	\$60.00

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Item	Approx Qty	Unit	Article and Description	Unit Price	Unit Price
021	8	Each	Fiber Splice, Full 12 Strand, Emergency Response Services to be Performed in NMDOT District 3	\$2,100.00	\$2,250.00
022	12	Each	Fiber Splice, Branch 6 Strand, Emergency Response Services to be Performed in NMDOT District 3	\$1,140.00	\$1,750.00
023	100	Hour	Skilled Labor ITS Field Equipment Install / Repair / Maintenance / Support / Install, Non-emergency Response Services to be Performed Outside of NMDOT District 3	\$112.00	\$105.00
024	100	Hour	Semi-skilled Labor ITS Field Equipment Install / Repair / Maintenance / Support, Non-emergency Response Services to be Performed Outside of NMDOT District 3	\$83.00	\$70.00
025	100	Hour	Non-skilled Labor ITS Field Equipment Install / Repair / Maintenance / Support, Non-emergency Response Services to be Performed Outside of NMDOT District 3	\$74.00	\$60.00
026	100	Hour	Rental of Backhoe, Non-emergency Response Services to be Performed Outside NMDOT District 3	\$50.00	\$40.00
027	1000	Mile	Mobilization of Backhoe, Non-emergency Response Services to be Performed Outside NMDOT District 3	\$3.50	\$2.00
028	100	Hour	Rental of Underground Borer, Non-emergency Response Services to be Performed Outside NMDOT District 3	\$207.00	\$150.00
029	500	Mile	Mobilization of Underground Borer, Non-emergency Response Services to be Performed Outside NMDOT District 3	\$5.80	\$3.50
030	1000	Hour	Rental of Trencher, Non-emergency Response Services to be Performed Outside NMDOT District 3	\$45.00	\$45.00

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Item	Approx Qty	Unit	Article and Description	Unit Price	Unit Price
031	1000	Mile	Mobilization of Trencher, Non-emergency Response Services to be Performed Outside NMDOT District 3	\$3.50	\$2.00
032	50	Hour	Rental of Rocksaw, Non-emergency Response Services to be Performed Outside NMDOT District 3	\$180.00	\$150.00
033	200	Mile	Mobilization of Rocksaw, Non-emergency Response Services to be Performed Outside NMDOT District 3	\$4.20	\$3.50
034	100	Hour	Rental of Bucket Truck (Up to 55 ft), Non-emergency Response services to be Performed Outside NMDOT District 3	\$56.00	\$50.00
035	1000	Mile	Mobilization of Bucket truck (Up to 55 ft), Non-emergency Response services to be Performed Outside NMDOT District 3	\$3.50	\$2.00
036	100	Hour	Rental of Mobile Crane (rated to 10,000 pounds), Non-emergency Response Services to be Performed Outside NMDOT District 3	\$61.00	\$60.00
037	1000	Mile	Mobilization of Mobile Crane (rated to 10,000 pounds), Non-emergency Response Services to be Performed Outside NMDOT District 3	\$4.00	\$2.00
038	100	Hour	Rental of Drilling Rig (Up to 48 Inch Diameter Bores Down to a 24 ft. Depth), Non-emergency Response Services to be Performed Outside NMDOT District 3	\$160.00	\$125.00
039	500	Mile	Mobilization of Drilling Rig (Up to 48 Inch Diameter Bores Down to a 24 ft. Depth), Non-emergency Response Services to be Performed Outside NMDOT District 3	\$7.00	\$3.50
040	20	Hour	Same as Item 0038 Except Capable of Boring into Rock Subsurface	\$210.00	\$175.00

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Item	Approx Qty	Unit	Article and Description	Unit Price	Unit Price
041	100	Mile	Mobilization of Bid Item 0040	\$26.00	\$3.50
042	4	Each	Fiber Splice, Full 144 Strand, Non-emergency Response Services to be Performed Outside NMDOT District 3	\$3,010.00	\$3,600.00
043	8	Each	Fiber Splice, Full 96 Strand, Non-emergency Response Services to be Performed Outside NMDOT District 3	\$2,740.00	\$2,600.00
044	15	Each	Fiber Splice, Full 12 Strand, Non-emergency Response Services to be Performed Outside NMDOT District 3	\$1,300.00	\$1,600.00
045	25	Each	Fiber Splice, Branch 6 Strand, Non-emergency Response Services to be Performed Outside NMDOT District 3	\$970.00	\$1,350.00
046	24	Hour	Skilled Labor ITS Field Equipment Install / Repair / Maintenance / Support / Install, Emergency Response Services to be Performed Outside of NMDOT District 3	\$140.00	\$130.00
047	24	Hour	Semi-skilled Labor ITS Field Equipment Install / Repair / Maintenance / Support / Install, Emergency Response Services to be Performed Outside of NMDOT District 3	\$130.00	\$90.00
048	24	Hour	Non-skilled Labor ITS Field Equipment Install / Repair / Maintenance / Support / Install, Emergency Response Services to be Performed Outside of NMDOT District 3	\$75.00	\$75.00
049	24	Hour	Rental of Backhoe, Emergency Response Services to be Performed Outside NMDOT District 3	\$45.00	\$45.00
050	200	Mile	Mobilization of Backhoe, Emergency Response Services to be Performed Outside NMDOT District 3	\$4.50	\$2.00

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Item	Approx Qty	Unit	Article and Description	Unit Price	Unit Price
051	24	Hour	Rental of Bucket Truck (Up to 55 ft.), Emergency Response Services to be Performed Outside NMDOT District 3	\$62.00	\$50.00
052	200	Mile	Mobilization of Bucket Truck (Up to 55 ft.), Emergency Response Services to be Performed Outside NMDOT District 3	\$4.50	\$2.00
053	4	Each	Fiber Splice, Full 12 Strand, Emergency Response Services to be Performed Outside NMDOT District 3	\$2,400.00	\$1,800.00
054	4	Each	Fiber Splice, Branch 6 Strand, Emergency Response Services to be Performed Outside NMDOT District 3	\$1,600.00	\$1,400.00

54 Items Total