



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor**  
2 Vendors - See Page 6

Price Agreement Number: 90-805-18-16717

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

**Ship To:**  
New Mexico Department of Transportation  
Central Receiving  
1315 Alta Vista  
Santa Fe, NM 87501

Procurement Specialist: Susan L. Phillips *SLP*

Telephone No.: (505) 827-0488

Email: susanl.phillips@state.nm.us

**Invoice:**  
New Mexico Department of Transportation  
(NMDOT)

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

Title: **Culvert Cleaning**

Term: **January 16, 2019 through January 15, 2020**

**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: 01/14/2019

*nm*

## Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

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

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

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

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

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

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

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

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

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

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

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

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

### **New Mexico Employees Health Coverage**

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

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

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

### **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.

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**Article V - Termination**

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

**Article VI – Amendment**

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

**Article VII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

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

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**Awarded Vendors:**

(AA) 0000093951  
Pipeline Solutions, Inc.  
516 Martinez Lane  
Albuquerque, NM 87107  
[mac@psi-tap.com](mailto:mac@psi-tap.com)  
[holly@psi-tap.com](mailto:holly@psi-tap.com)  
505-345-3422

(AB) 0000136116  
Trails End Woodworks  
6400 Pony Express  
Las Cruces, NM 88007  
[Trailsendww@gmail.com](mailto:Trailsendww@gmail.com)  
575-649-6238

**Minimum Requirements:**

Establish a Price Agreement for Culvert Cleaning for the New Mexico Department of Transportation (NMDOT). This Price Agreement is for cleaning existing culverts, drainage structures, and existing roadside sections. This Price Agreement includes materials, labor and equipment as per the specifications contained herein.

All work performed under this Price Agreement shall meet the specifications as set forth in this Price Agreement, and all applicable New Mexico State 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.

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 State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Pursuant to the Contractor Prequalification Rule 18.27.5 NMAC, and as a condition to doing business with the department, Contractors shall be on a prequalified status with NMDOT.

Vendors are required to ensure that the products used for submission in response to this solicitation have been submitted and approved through the NMDOT Product Evaluation Program. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator, Jessica Lopez, [jessicam.lopez@state.nm.us](mailto:jessicam.lopez@state.nm.us).

**Terms of Price Agreement:**

The term of this agreement shall be for one (1) year from date of award with an option to extend for up to 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 Bonds:**

Upon the issuance of a purchase order, the successful awarded Contractor(s) must provide a performance bond, payment and materials bond equal to 100% of the total purchase order. Said bonds must be provided to the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall 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:**

Price 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 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 submitted 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.

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The prices quoted herein represent the total compensation to be paid by the State of New Mexico for services provided. It is understood that the party providing said 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.

**Bid Review:**

NMDOT shall perform a bid analysis of all bids received for Price Agreements requiring the technical expertise of an engineer. This includes a determination of qualification in accordance with the technical standards and requirements of the Price Agreement. The analysis and recommendation for award will be sent to State Purchasing for final determination.

**Method of Award:**

Method of award shall be to one or more vendors statewide.

**For a bid to be considered for award prices must be submitted for all items. Failure to do so will result in the bid being deemed non-responsive and rejected from consideration for award.**

**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 utilizing pricing contained within this Price Agreement.
2. The 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 District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

**Escalation Clause:**

In the event of a product cost increase, an escalation request will be reviewed by the State Purchasing Division on an individual basis and approved by the State Purchasing Agent. 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 (15) days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

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



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An approved escalation will be evaluated on an ongoing basis by the Department and will be terminated as soon as an escalation is no longer justified. Should you have questions concerning this policy, please contact the State Purchasing Division.

**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 Work Force Solutions, Public Works Section. 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>

**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.
- E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

**Insurance Requirements:**

The Contractor shall procure and maintain at the Contractors expense insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Price Agreement, whether performed by the Contractor, the Contractor's agents or

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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 Price Agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
  - c. In the event that a form of work next to an existing building or structure is a required part of Price Agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:
    1. 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:

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\$2,000,000 each occurrence (annual aggregate)

**(B) Worker's compensation insurance:** The Contractor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Contractor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

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

The Contractor shall have the New Mexico Department of Transportation 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 NMDOT thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this Price Agreement.

The NMDOT 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 NMDOT will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this Price Agreement, should such insurance otherwise meet all requirements of such subsections.

**(E) Other Required Insurance:** The Contractor shall procure and maintain, when required by the NMDOT 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 NMDOT 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 Price Agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:  
\$2,000,000 each occurrence  
Liability and Physical Damage to Property:  
\$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

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

## **SPECIFICATIONS FOR CULVERT CLEANING**

### **A. General:**

The District Engineer or their designee will direct all work at identified locations and inspect the ongoing operations, as deemed necessary to assure that the work is being performed in an acceptable manner.

This work shall consist of cleaning of culverts, drainage structures and excavation of debris and/or soil accumulation within the established upstream and downstream flow lines to allow positive drainage and to restore design flow capacity of the system. Work may include hauling and disposal of materials, as directed by the District Engineer or their designee. Work shall be confined to within the right-of-way limits of the Department.

### **B. Description:**

**Culvert Cleaning:** Cleaning of a culvert includes removing accumulated silt, sand, debris, and vegetation which impede the flow of water so as to maintain a proper drainage path and re-establish the design flow capacity of the culvert.

A culvert is defined as an enclosed channel open at both ends carrying water from a stream or water course through an artificial barrier such as a roadway embankment. It includes siphons and can be made of walled concrete pipes; concrete boxes, or made of corrugated metal pipes or built up corrugated metal sections.

**Drainage Structure Cleaning:** Cleaning of the drainage structure includes removing accumulated silt, sand, debris, and vegetation which impede the flow of water so as to maintain a proper drainage path and re-establish the design capacity of the drainage structure.

A drainage structure is defined as a structure other than culverts and includes catch basins, manholes, drop inlets, leaching basins and similar structures that collect and/or redirect runoff water.

**Waste Materials Excavation:** Excavation of debris in combination with any soil to include but not limited to, silt, sand cobbles and stone within the established upstream and downstream flow lines. Waste Materials Excavated does not include material volumes removed from within the culverts which are addressed under culvert and/or drainage structure cleaning.

**Unclassified Excavation:** Excavation of soil material including silt, sand cobbles and stone which is not contaminated with debris, Debris and/or soil material contaminated with debris is excluded as is covered under Waste Material Excavation. Additionally, Unclassified Materials Excavated does not include material volumes removed from within the culverts which are addressed under culvert and/or drainage structure cleaning.

**Hauling and Disposal of Waste Materials:** All waste materials excavated or material removed from culverts and drainage structures shall be disposed of in approved landfill sites.

**Hauling and Disposal of Unclassified Excavation Materials:** All unclassified excavation materials shall be disposed of in approved landfill site or at the contractor's yard as appropriate. Determination of unclassified material to be disposed of at the Contractor's yard shall be with the Contractors consent and approval of the District Engineer or their designee.

**Environmental Controls:** The Contractor will provide appropriate control and discharge practices for all water throughout the cleaning process. Disposal of turbid water generated via the cleaning process shall be subject to appropriate environmental regulations.

**Handling of Non-Hazardous Industrial Waste or Hazardous Waste:** Materials to be removed under the Price Agreement have been presumed to not include non-hazardous industrial waste or hazardous waste. If such material is encountered or suspected, notify the District Engineer immediately. Disposal of any contaminated materials encountered will be under the direction of the District Engineer and will be handled by the District Engineer and paid for separately.

**Cleaning Culverts:** Cleaning culverts will be measured in linear feet of each culvert cleaned. Measurements will be along the invert, to the nearest foot. Multiple barrel culverts will be measured along each individual barrel. The unit price bid for cleaning culverts shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work. Payment for cleaning culverts will be made only for those facilities designated by the District Engineer or their designee.

**Cleaning Drainage Structures:** Cleaning drainage structures will be measured as each number of drainage structures cleaned. The unit price bid for the cleaning of culverts shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work. Payment for cleaning culverts will be made only for those facilities designated by the District Engineer or their designee.

**Excavation of Material:** The unit of measure for excavation of material will be cubic yard based on cross-sectioned quantities, taken prior to and after the work is done or as determined by the District Engineer or their designee. Determination of the type of material excavated will be made by the District Engineer or their designee.

**Hauling and Disposal of Material:** The unit of measure for hauling materials will be CY-Mile. The Cubic Yards (CY) will be measured as the material loaded onto trucks or as determined by the District Engineer or their designee. Miles will be determined as the distance from the hauling site to the nearest approved landfill in excess of 5 miles. The first 5 miles will not be counted towards this haul distance measurement. Payment will be made for CY-Mile of material hauled as defined in the hauling pay items. The unit price bid for hauling shall include loading of the material onto the trucks and unloading at the disposal site.

**Method of Measurement and Payment:**

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for same will be made on this basis.

**Traffic Control:**

The Contractor shall abide with the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications, Section 700 on traffic control devices and with the Manual of Uniform Traffic Control Devices current edition, Part 6 – Temporary Traffic Control. The Contractor shall submit a traffic control plan to the District Engineer or their designee three (3) 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 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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Traffic Control will be measured and paid for by the hours of operation, No payment will be made for traffic control setup.

**Payments and Invoicing:**

Within fifteen (15) 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 NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with 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 (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth 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 one and a half (1½) percent per month.

Final payment shall be made within thirty (30) 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  
General Office  
P.O. Box 1149  
Santa Fe, NM 87504-1149

New Mexico Department of Transportation  
District One  
2912 E. Pine Street  
Deming, NM 88030

New Mexico Department of Transportation  
District Two  
4505 West Second Street  
P.O. Box 1457  
Roswell, NM 88202-1457

New Mexico Department of Transportation  
District Three  
7500 East Frontage Road  
P.O. Box 91750  
Albuquerque, NM 87109-3768

New Mexico Department of Transportation  
District Four  
28 Bibb Industrial Drive  
P.O. Box 10  
Las Vegas, NM 87701-0030

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New Mexico Department of Transportation  
 District Five  
 7315 Cerrillos Road  
 P.O. Box 4127 (Coronado Station)  
 Santa Fe, NM 87502-4127

New Mexico Department of Transportation  
 District Six  
 1919 Pinon Drive  
 P.O. Box 2159  
 Milan, NM 87021-2159

**Mobilization:**

Mobilization for moves within the State of New Mexico to any job site as required. No payment will be made 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 here:**

**Vendor (AA) Albuquerque, NM**  
**Vendor (AB) 6400 Pony Express, Las Cruces, NM 88007**

**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

Items	Approx. Qty.	Unit	Article and Description	Vendor (AA) Unit Price	Vendor (AB) Unit Price
1	1000	LF	Cleaning of Concrete Box Culverts (Statewide) - Cross-section of 1 to 50 square feet.	\$29.70	\$20.00
2	1000	LF	Cleaning of Concrete Box Culverts (Statewide) - Cross-section greater than 50 square feet.	\$31.68	\$21.00
3	1000	LF	Cleaning of Concrete Pipe Culverts and Siphons (Statewide) - Diameter 1 to 36 inches.	\$31.68	\$21.00
4	1000	LF	Cleaning of Concrete Pipe Culverts and Siphons (Statewide) - Diameter greater than 36 inches to 50 inches.	\$37.62	\$23.00

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Items	Approx. Qty.	Unit	Article and Description	Vendor (AA) Unit Price	Vendor (AB) Unit Price
6	1000	LF	Cleaning of Corrugated Metal Pipe Culverts (Statewide) - Diameter 1 to 36 inches.	\$17.82	\$15.00
7	1000	LF	Cleaning of Corrugated Metal Pipe Culverts (Statewide) - Diameter greater than 36 to 50 inches.	\$23.76	\$19.00
8	750	LF	Cleaning of Corrugated Metal Pipe Culverts (Statewide) - Diameter greater than 50 inches.	\$29.70	\$21.00
9	200	EA	Cleaning of Drainage Structures (Statewide) - As required by the District Engineer or their designee.	\$544.50	\$300.00
10	1000	CY	Excavation of Waste Materials (Statewide) - As required by the District Engineer or their designee.	\$37.62	\$105.00
11	1000	CY	Excavation of Unclassified Materials (Statewide) - As required by the District Engineer or their designee.	\$37.62	\$25.00
12	6000	CY.M	Hauling Waste Materials - Excavated to approved landfills. No payment will be made for hauls of less than 5 miles.	\$1.20	\$0.50
13	9000	CY.M	Hauling of Unclassified Excavation Materials - To approved landfill sites or contractor's yard. No payment will be made for hauls of less than 5 miles.	\$0.90	\$0.50
14	250	MI	Mobilization - Charge within the state of New Mexico. No payment will be made for moves less than 25 miles.	\$15.00	\$9.73



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Items	Approx. Qty.	Unit	Article and Description	Vendor (AA) Unit Price	Vendor (AB) Unit Price
15	600	Hrs	Traffic Control (Statewide) - As required by the District Engineer or their designee. To include all signing and traffic channelization devices for adequate handling of traffic.	\$200.00	\$175.00

\*\*\* 15 Items Total \*\*\*