

#### **Statewide Price Agreement Amendment**

Awarded Vendor: 14 Vendors	Number: <u>00-00000-20-00085</u> Amendment No.: <u>Four</u> Term: <u>April 7, 2020 – April 6, 2023</u>
Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.  Invoice: As Requested	Procurement Specialist: Michael Saavedra Telephone No.: 505-372-8489 Email: Michael.Saavedra@state.nm.us

**Title: Ecological Restoration Projects** 

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 7, 2022 to April 6, 2023 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Valerie Paule

Date: 12/23/2021

Mark Hayden, New Mexico State Purchasing Agent

X This Agreement was signed on behalf of the State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

#### **Certificate Of Completion**

Envelope Id: 665B24AE302B43D1B73BFB937475EB00

Subject: Please DocuSign: SPD SPA 00-000-20-00085 A004

Source Envelope:

Document Pages: 1 Signatures: 1 Certificate Pages: 5 Initials: 2

AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

**Envelope Originator:** Clarke Fountain

13 Bataan Blvd Santa Fe, NM 87508

ClarkeJ.Fountain@state.nm.us

IP Address: 67.0.241.165

#### **Record Tracking**

Status: Original

12/23/2021 1:25:10 PM

Security Appliance Status: Connected Storage Appliance Status: Connected Holder: Clarke Fountain

ClarkeJ.Fountain@state.nm.us

Pool: StateLocal

Pool: GSD

Location: DocuSign

Location: DocuSign

#### **Signer Events**

Michael Saavedra

michael.saavedra@state.nm.us New Mexico General Services

Security Level: Email, Account Authentication

(None)

**Signature** 

MS

Signature Adoption: Pre-selected Style Using IP Address: 67.131.78.31

#### **Timestamp**

Sent: 12/23/2021 1:27:20 PM Viewed: 12/23/2021 1:28:37 PM Signed: 12/23/2021 1:29:14 PM

#### **Electronic Record and Signature Disclosure:**

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Clarke Fountain

clarkej.fountain@state.nm.us **Procurement Specialist** New Mexico General Services

Security Level: Email, Account Authentication

(None)

CF

Signature Adoption: Pre-selected Style Using IP Address: 67.0.241.165

Sent: 12/23/2021 1:29:15 PM Viewed: 12/23/2021 1:30:58 PM

Signed: 12/23/2021 1:31:10 PM

#### **Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Valerie Paulk

Valerie.Paulk@state.nm.us Signed of Behalf of State Purchasing Agent

New Mexico General Services

Security Level: Email, Account Authentication (None)

Accepted: 5/29/2020 9:40:59 AM

**Electronic Record and Signature Disclosure:** ID: f12ca6d0-7cba-4de4-b58f-8180244887ff Valerie Paulk

Signature Adoption: Pre-selected Style Using IP Address: 75.161.45.20

Signed using mobile

Sent: 12/23/2021 1:31:12 PM Viewed: 12/23/2021 1:48:02 PM Signed: 12/23/2021 1:48:21 PM

In Person Signer Events **Signature Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp** 

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Summary Events  Envelope Sent	Status Hashed/Encrypted	1 imestamps 12/23/2021 1:27:20 PM
		•
Envelope Sent	Hashed/Encrypted	12/23/2021 1:27:20 PM
Envelope Sent Certified Delivered	Hashed/Encrypted Security Checked	12/23/2021 1:27:20 PM 12/23/2021 1:48:02 PM
Envelope Sent Certified Delivered Signing Complete	Hashed/Encrypted Security Checked Security Checked	12/23/2021 1:27:20 PM 12/23/2021 1:48:02 PM 12/23/2021 1:48:21 PM

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

#### A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

## B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

## C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

## D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

# E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

### F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: <u>GSD.SPDinfo@state.nm.us</u>

## G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at <u>GSD.SPDinfo@state.nm.us</u> and in the body of such request you must include your previous and new email addresses.

## H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at <u>GSD.SPDinfo@state.nm.us</u> and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

## I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

- (1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:
- (2) Send SPD an email to <u>GSD.SPDinfo@state.nm.us</u> and in the body of your request state your email address, full name, mailing address, and telephone number.

## J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at: https://support.docusign.com/guides/signer-guide-signing-system-requirements

# K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive
  through electronic means all notices, disclosures, authorizations, acknowledgements, and
  other documents that are required to be provided or made available to you by SPD during
  the course of your electronic signature relationship with SPD.



#### **Price Agreement Amendment**

**Awarded Vendor:** (AK)0000076453

Sanchez Demolition Inc.

P.O. Box 721

**Bosque, NM 87006** 

505-864-7551

sanchezdemolition@gmail.com

Number: <u>00-0000-20-00085</u>

Amendment No.: Three

Term: April 7, 2020 - April 6, 2022

Ship To:

All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

**Invoice:** 

As Requested

Procurement Specialist: Michael Saavedra

Telephone No.: 505-372-8489

Email: Michael.Saavedra@state.nm.us

Title: Ecological Restoration Projects

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, for (AK) Sanchez Demolition Inc., this Price Agreement is extended from April 7, 2021 to April 6, 2022 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Valerie Paulk Date: 3/24/2021

Mark Hayden, New Mexico State Purchasing Agent

 $\chi$  This Agreement was signed on behalf of the State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472



**Certificate Of Completion** 

Envelope Id: E4DEBE2E7DBA44BD8C532575960090F6

Subject: Please DocuSign: SPD SPA

Source Envelope:

Document Pages: 1 Signatures: 1 Envelope Originator: Certificate Pages: 5 Initials: 2 Clarke Fountain AutoNav: Enabled 13 Bataan Blvd Santa Fe, NM 87508 Envelopeld Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

ClarkeJ.Fountain@state.nm.us IP Address: 174.237.9.116

Sent: 3/23/2021 1:46:34 PM

Viewed: 3/23/2021 1:46:45 PM

Signed: 3/23/2021 1:46:52 PM

Sent: 3/23/2021 1:46:53 PM

Sent: 3/23/2021 2:03:05 PM

Viewed: 3/23/2021 2:05:44 PM

Signed: 3/24/2021 8:22:59 AM

Viewed: 3/23/2021 2:02:25 PM Signed: 3/23/2021 2:03:04 PM

Status: Completed

**Record Tracking** 

Status: Original Holder: Clarke Fountain Location: DocuSign

3/23/2021 1:45:02 PM ClarkeJ.Fountain@state.nm.us

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: GSD Location: DocuSign

**Signer Events** Signature **Timestamp** 

CF

Clarke Fountain clarkej.fountain@state.nm.us

**Procurement Specialist** 

New Mexico General Services

Security Level: Email. Account Authentication (None)

Signature Adoption: Pre-selected Style Using IP Address: 174.237.9.116

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services

Security Level: Email, Account Authentication

(None)

MS

Signature Adoption: Pre-selected Style Using IP Address: 174.237.137.109

**Electronic Record and Signature Disclosure:** 

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Valerie Paulk

valerie.paulk@state.nm.us

State Purchasing Agent New Mexico General Services

In Person Signer Events

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style Using IP Address: 97.123.77.164

Signed using mobile

Valerie Paulk

**Electronic Record and Signature Disclosure:** 

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

**Timestamp** Signature

**Editor Delivery Events Status Timestamp** 

**Agent Delivery Events Status** Timestamp

**Intermediary Delivery Events Status Timestamp** 

Certified Delivery Events	Status	Timestamp	
Carbon Copy Events	Status	Timestamp	
Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	<b>Timestamps</b> 3/23/2021 1:46:34 PM	
•		•	
Envelope Sent	Hashed/Encrypted	3/23/2021 1:46:34 PM	
Envelope Sent Certified Delivered	Hashed/Encrypted Security Checked	3/23/2021 1:46:34 PM 3/23/2021 2:05:44 PM	
Envelope Sent Certified Delivered Signing Complete	Hashed/Encrypted Security Checked Security Checked	3/23/2021 1:46:34 PM 3/23/2021 2:05:44 PM 3/24/2021 8:22:59 AM	

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

#### A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

## **B.** Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

## C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

## D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

## E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

### F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: <u>GSD.SPDinfo@state.nm.us</u>

## G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at <u>GSD.SPDinfo@state.nm.us</u> and in the body of such request you must include your previous and new email addresses.

## H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at <a href="mailto:GSD.SPDinfo@state.nm.us">GSD.SPDinfo@state.nm.us</a> and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

## I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

- (1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:
- (2) Send SPD an email to <u>GSD.SPDinfo@state.nm.us</u> and in the body of your request state your email address, full name, mailing address, and telephone number.

## J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>

# K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive
  through electronic means all notices, disclosures, authorizations, acknowledgements, and
  other documents that are required to be provided or made available to you by SPD during
  the course of your electronic signature relationship with SPD.



#### **Price Agreement Amendment**

Awarded Vendor: 14 Vendors	Number: <u>00-00000-20-000085</u> Amendment No.: <u>Two</u> Term: <u>April 7, 2020 – April 6, 2022</u>
Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.  Invoice: As Requested	Procurement Specialist: Michael Saavedra  Telephone No.: 505-827-0610  Email: Michael.Saavedra@state.nm.us

**Title: Ecological Restoration Projects** 

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties except (AA) Boss Reclamation LLC and (AK) Sanchez Demolition Inc., this Price Agreement is extended from April 7, 2021 to April 6, 2022 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Valerie Paulk Date:2/22/2021

Mark Hayden, New Mexico State Purchasing Agent

This Agreement was signed on behalf of the State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472



**Certificate Of Completion** 

Envelope Id: F9D56D1291D6486CBBF593429B6B3FD6

Subject: Please DocuSign: SPD SPA 00-00000-20-00085 A002

Source Envelope:

Document Pages: 1 Signatures: 1 Envelope Originator: Certificate Pages: 5 Initials: 2 Clarke Fountain AutoNav: Enabled 13 Bataan Blvd Santa Fe, NM 87508

Envelopeld Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

ClarkeJ.Fountain@state.nm.us IP Address: 174.237.11.98

Status: Completed

**Record Tracking** 

Status: Original Holder: Clarke Fountain

2/22/2021 2:53:29 PM ClarkeJ.Fountain@state.nm.us

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: GSD Location: DocuSign

**Signer Events** Signature **Timestamp** 

CF

MS

clarkej.fountain@state.nm.us

**Procurement Specialist** 

New Mexico General Services

(None)

Clarke Fountain

Signature Adoption: Pre-selected Style Security Level: Email. Account Authentication Using IP Address: 174.237.11.98

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Michael Saavedra michael.saavedra@state.nm.us

New Mexico General Services Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Valerie Paulk

valerie.paulk@state.nm.us

State Purchasing Agent

New Mexico General Services

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

Signature Adoption: Pre-selected Style

Using IP Address: 174.237.128.133

Valerie Paulk

Signature Adoption: Pre-selected Style Using IP Address: 75.161.86.101

Signed using mobile

Location: DocuSign

Sent: 2/22/2021 2:55:10 PM Viewed: 2/22/2021 2:55:24 PM Signed: 2/22/2021 2:55:31 PM

Sent: 2/22/2021 2:55:33 PM Viewed: 2/22/2021 3:09:31 PM

Signed: 2/22/2021 3:09:49 PM

Sent: 2/22/2021 3:09:50 PM Viewed: 2/22/2021 3:13:10 PM Signed: 2/22/2021 3:13:45 PM

In Person Signer Events **Timestamp** Signature

**Editor Delivery Events Status Timestamp** 

**Agent Delivery Events Status** Timestamp

**Intermediary Delivery Events Status Timestamp** 

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	<b>Timestamps</b> 2/22/2021 2:55:10 PM
•		•
Envelope Sent	Hashed/Encrypted	2/22/2021 2:55:10 PM
Envelope Sent Certified Delivered	Hashed/Encrypted Security Checked	2/22/2021 2:55:10 PM 2/22/2021 3:13:10 PM
Envelope Sent Certified Delivered Signing Complete	Hashed/Encrypted Security Checked Security Checked	2/22/2021 2:55:10 PM 2/22/2021 3:13:10 PM 2/22/2021 3:13:45 PM

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

#### A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

## **B.** Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

## C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

## D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

## E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

### F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: <u>GSD.SPDinfo@state.nm.us</u>

## G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at <u>GSD.SPDinfo@state.nm.us</u> and in the body of such request you must include your previous and new email addresses.

## H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at <a href="mailto:GSD.SPDinfo@state.nm.us">GSD.SPDinfo@state.nm.us</a> and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

## I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

- (1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:
- (2) Send SPD an email to <u>GSD.SPDinfo@state.nm.us</u> and in the body of your request state your email address, full name, mailing address, and telephone number.

## J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>

# K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive
  through electronic means all notices, disclosures, authorizations, acknowledgements, and
  other documents that are required to be provided or made available to you by SPD during
  the course of your electronic signature relationship with SPD.



#### Statewide Price Agreement Amendment

Awarded Vendor (17) Vendors	Price Agreement Number: <u>00-00000-20-000</u>		
(17) Vendors	Price Agreement Amendment No.: One		
Telephone:	Term: <b>April 7, 2020 – April 6, 2021</b>		
Ship To:	Procurement Specialist: Michael Saavedra		
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public	Telephone No.: (505) 827-0610		
bodies allowed by law	Email: Michael.Saavedra@state.nm.us		
Invoice:	2 1.2		
As Requested			

**Title: Ecological Restoration Projects** 

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

This amendment is issued to reflect the following effective immediately:

Add the following vendor as an approved vendor on this Price Agreement: (AP) 0000087799
Watershed Artisans, Inc.
1000 Cordova Pl #832
Santa Fe, NM 87505
505-577-9625
watershedartisans@gmail.com

See Attached pages for pricing.

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

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date 4/8/20



#### Price Agreement #: 00-00000-20-00085

Amendment No.: One

Page 2

Item #	Approx. Qty.	Unit	Article and Description
6	1 1	Hour	Plant Materials Sourcing, Manual Collection Transport and Storage
<u> </u>		TIOUI	Transport and Storage
Vendor	Unit Price	Notes	
(AP)	\$85.00	1 1111	
()	1 400.00		
Item #	Approx. Qty.	Unit	Article and Description
8	1	Hour	Manual Broadcast Mulching/Seeding
L.		<b></b>	
Vendor	Unit Price	Notes	
(AP)	\$75.00		
Item #	Approx. Qty.	Unit	Article and Description
9	1	Hour	Mechanical Broadcast Mulching/Seeding
Vendor	Unit Price	Notes	
(AP)	\$175.00		
Item #	Approx. Qty.	Unit	Article and Description
10	1	Hour	Manual Planting of Tree and Shrub Poles
Vendor	Unit Price	Notes	
(AP)	\$75.00		
	<u> </u>		
Item#	Approx. Qty.	Unit	Article and Description
11	1	Hour	Manual Planting of Tree and Shrub Poles (excessive cobble)
		-	
Vendor	Unit Price	Notes	
(AP)	\$85.00		
Item#	Approx. Qty.	Unit	Article and Description
12	1	Hour	Mechanical Planting of Tree and Shrubs
Vendor	Unit Price	Notes	
(AP)	\$175.00		
Item #	Approx. Qty.	Unit	Article and Description
13	1	Hour	Mechanical Planting of Tree and Shrubs (excessive cobble)
Vendor	Unit Price	Notes	
(AP)	\$185.00		
	Division: 1100 St		Page 2016 Sonto Eg. 97505: DO Doy 6950 Sonto Eg. NM 97500 (505) 907 0470

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

#### Price Agreement #: 00-00000-20-00085

Amendment No.: One

			Page 2
Item #	Approx. Qty.	Unit	Article and Description Page 3
18	1	Hour	Planting of Herbaceous Species
Vendor	Unit Price	Notes	
(AP)	\$75.00		
Item #	Approx. Qty.	Unit	Article and Description
19	1	Hour	Planting of Herbaceous Species (excessive cobble)
Vendor	Unit Price	Notes	·
(AP)	\$85.00		
T		TT **	
Item #	Approx. Qty.		Article and Description
_22	1	Hour	Rock or Wood Structures
Vendor	Unit Price	Notes	
(AP)	\$178.75		ncludes: 2-heavy equipment (1- material transport and 1- placement)
(A1)	φ1/6./3	File	nerudes. 2-heavy equipment (1- material transport and 1- placement)
Item #	Approx. Qty.	Unit	Article and Description
23	1 1	Hour	Earthen or Sod Structures
			Data of Sou Sudetales
Vendor	Unit Price	Notes	
(AP)	\$178.75	Price i	ncludes: 2-heavy equipment (1- material transport and 1- placement)
Item #	Approx. Qty.	Unit	Article and Description
24	1	Hour	Road Maintenance and Closures
<b></b>			
Vendor	Unit Price	Notes	
(AP)	\$178.75	Price i	ncludes 1-heavy equipment, 1-operator
T4 11	A	TT. 14	
Item #	Approx. Qty.		Article and Description
30	<u>  I</u>	Hour_	Project Management
Vendor	Unit Price	Notes	
(AP)			ervisor with project design and heavy equipment operation experience.
(111)	Φ123.00	————	equipment operation experience.
T. (1			
Item #	Approx. Qty.	Unit_	Article and Description
31	1	Hour	Mobilization Cost for Treatments and Revegetation
Vandas	I Init Dais	NI-4-	
Vendor	Unit Price \$9.00	Notes	
(A <u>P)</u>	ቅት'ሰብ		



## State of New Mexico General Services Department

### **Statewide Price Agreement**

Awarded Vendors: 16 Vendors - See Page 6	Price Agreement Number: <u>00-00000-20-00085</u>
	Payment Terms: Net 30
	F.O.B.: <u>Destination</u>
	Delivery: <u>See page 6</u>
Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.	Procurement Specialist: Michael Saavedra  Telephone No.: 505-827-0610
Invoice:	Email: Michael.Saavedra@state.nm.us
As Requested.	
· · · · · · · · · · · · · · · · · · ·	
Title: Ecological Restoration Projects	
Term: April 7, 2020, 2020 thru April 6, 2021	
This Price Agreement is made subject to the "terms as indicated in this Price Agreement.	nd conditions" shown on the reverse side of this page, and a
Accepted for the State of New Mexico	
New Mexico State Purchasing Agent	Date: 03/19/2020
V	

Price Agreement #: 00-0000-20-00085

Page-2

(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, 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

Price Agreement #: 00-0000-20-00085

Page-3

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.

Price Agreement #: 00-00000-20-00085

Page-4

- 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: <a href="http://www.insurenewmexico.state.nm.us/">http://www.insurenewmexico.state.nm.us/</a>.
  - 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!*

#### **Statewide Price Agreement**

#### Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law 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 as 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 the New Mexico State Purchasing Agent, his/her designee 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.

#### Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the 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 following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the 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 page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

#### Article V - Termination

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

Price Agreement #: 00-00000-20-00085

Page-5

#### 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 in the bid and price agreement specifications.

Article VII - Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

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

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

#### Article VIII - Issuance or Orders

Only written signed orders are valid under this Price Agreement.

#### Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

#### Article X - Price Schedule

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

Price Agreement #: 00-00000-20-00085

Delivery: As requested

Delivery: Per Task Order

Delivery: email via portal

Awarded Vendors:

(AA) 0000115431

Boss Reclamation, Inc.

PO Box 8330

Ruidoso, NM 88355

575-937-2741

alpacanm@aol.com

(AB) 0000136089

Cutting Edge Forestry, Inc.

PO Box 300

Talent, OR 97540

541-535-4878

cedgeforestry@gmail.com

(AC) 0000145517

Dolecek Enterprises, Inc.

PO Box 1374

Evergreen, CO 80437

720-560-1508

nd@deicenter.com

(AD) 0000097282

Forrester & Associates, LLC

369 Montezuma Ave #573

Santa Fe, NM 87501

505-206-0243

nick@forrestera.com

(AE) 0000136118

Horizon Environmental Services, Inc.

P.O. Box 9057

Durango, CO 81302

970-259-4346

TrishaM@horizonenvservices.com or AaronE@horizonenvservices.com

(AF) 0000107904

Keystone Restoration Ecology

1618 Caminito Monica

Santa Fe, NM 87501

505-490-0594

stevevrooman@gmail.com

Page-6

Delivery: As Requested

Delivery: 91 S. Skylane Drive

Durango, CO 81301

*O* ,

Delivery: non applicable

Price Agreement #: 00-0000-20-00085

Page-7

(AG) 0000054712

Natural Channel Design, Inc.

2900 N. West Street, Suite 5

Flagstaff, AZ 86004

928-774-2336

allen@naturalchanneldesign.com

Delivery: as requested

(AH) 0000129380

Price Forestry & Environmental Services

2520 Madre Dr NE

Albuquerque, NM 87112

505-203-2571

apricey505@gmail.com

Delivery: As Requested

(AI) 0000072052

Reineke Construction

P.O. Box 65

Watrous, NM 87753

505-270-6866

mreineke@earthlink.net

(AJ) 0000113916

Rio Grande Return

1704B Llano St., #347

Santa Fe, NM 87505

505-670-2621

alan@riograndereturn.com

Delivery: FOB Site

Delivery: 11 Camino del Gallo Lamy,

NM 87540

(AK)0000076453

Sanchez Demolition Inc.

P.O. Box 721

Bosque, NM 87006

505-864-7551

sanchezdemolition@gmail.com

Delivery: N/A

(AL) 0000115291

Southwest Contracting & Associates, LLC

P.O. Box 1494

Capitan, NM 88316

575-937-2724

wilsonthinning@gmail.com

Delivery: As Requested

Price Agreement #: 00-00000-20-00085

Page-8

(AM) 0000042615

Summitt Forests Inc.

2305 Ashland St Ste C PMB 432

Delivery:

Ashland, OR 97520

541-535-8920

summittforests@gmail.com

(AN) 0000129296

Payment Terms:

Taylor Services LLC

PO Box 1305

**Delivery: Destination** 

Grants, NM 87020

505-290-7654

lmtaylor50@hotmail.com

(AO) 0000056228

Tetra Tech, Inc.

6121 Indian School Road

Delivery: As Requested

Suite 205

Albuquerque, NM 87110

505-404-3131 or 505-404-3135

ondrea.hummel@tetratech.com or walt.kuhn@tetratech.com

Price Agreement #: 00-00000-20-00085

Page-9

Establish a Statewide Price Agreement for ecological restoration activities to improve wildlife habitat in New Mexico and meet habitat objectives. Any State of New Mexico Agency can use this Multiple Vendor Price Agreement.

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 State of New Mexico Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

#### **Escalation / Reduction Clause:**

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

#### **Public Works Minimum Wage Act**

There may be Public Works projects resulting from this 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, Public Works Bureau, Santa Fe, New Mexico, shall be in effect and utilized by the vendor during the life of this Price Agreement.

You are hereby advised that wherever differences exist between the minimum wage rates shown under wage decisions of the New Mexico Department of Workforce Solutions, Public Works Bureau, Santa Fe, New Mexico, and those shown under U.S. Department of Labor Wage Decision and any modification thereto noted in the contract assembly, the higher wage rates shall govern.

If a Contractor or subcontractor is willfully paying his laborers, mechanics, or operators less than the rates required by the agreement for the work the laborers, mechanics, and operators are performing, the contractor or subcontractor may lose his right to proceed with the work.

#### **DEFINITIONS**

Access: Road access to a Project Location. Ingress/Egress.

Agency: Any Agency of the State of New Mexico and all of its agents and employees.

**Contractor:** The person or entity selected to complete a specific Project under the terms of this Price Agreement. The term "Contractor" means the Contractor or the Contractor's authorized representative.

Materials: Any tangible supplies that will be installed or used by the Contractor to complete a Project.

**Project:** Any work including labor and materials covered under the terms of this Price Agreement.

**Project Coordinator:** An individual or individuals identified by the Agency to coordinate all activities associated with restoration projects.

Price Agreement #: 00-00000-20-00085

Page-10

**Project Location:** An approved location which the Agency has identified to conduct a Project in order to meet Agency objectives.

**Project Scope of Work:** A document approved by the Agency that describes specifications, tasks, and work standards for a specific Project within the terms of this Price Agreement.

Treatment: Specific work tasks to be implemented by the Contractor to complete a Project.

#### Site Visits

Once a Project is identified, Contractors (those that have the appropriate capabilities and fall under the appropriate work zone) may be contacted for a site visit. A site visit will occur only once and include all of the selected Contractors. The Agency will provide pertinent information such as the project plan and desired outcomes. Contractors will provide a written cost to the Agency after the site visit.

#### **Selection of the Contractor**

Contractors will be selected based on: 1) capabilities; 2) total cost to complete project; 3) timeline to complete project; 4) work history. These criterion will be based on the needs of the project and Agency.

#### **CONTRACTOR RESPONSIBILITIES**

#### The Contractor shall:

- Furnish all personnel, facilities, equipment (including rented equipment), materials, supplies, and services (except as expressly set forth in this price agreement as furnished by the Agency), and otherwise do all things necessary for the satisfactory performance of this contract.
- Provide all labor, transportation, materials, and equipment necessary to successfully complete the project.
- Contractors are responsible for wages, insurance, per-diem or any other costs associated with the activities of their employees, including food and travel expenses.
- Be responsible for providing the required training and safety equipment for their employees.
- Provide competent supervision and skilled personnel to carry on all work in progress.
- Obtain all required environmental permits and clearances to carry out the project (unless expressly provided by the Agency).
- Take appropriate actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect the property in connection with the work covered by this contract.
- Make necessary arrangements for storage of tools and/or equipment. The Agency is not responsible for any lost, damaged, or stolen property.
- Be responsible for all cleanup work on the project site(s) and at the equipment storage area(s) prior to final inspection and acceptance.
- Be held liable for any damages which occur because of his/her negligence or that of his/her employees.
- Indemnify and hold harmless the Agency, State, its officers, agents, or employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, contractor(s) and/or its employees, own negligent act(s) or omission(s) while contractor and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this Price Agreement.

#### Price Agreement #: 00-00000-20-00085

Page-11

 Provide progress invoices to the Project Coordinator every 30 days, or on a different schedule if mutually agreed upon. A final invoice will be provided upon completion of the project.

#### **Agency Responsibility**

#### The Agency shall:

- Be responsible for identifying work areas, developing project plans, coordination with outside agencies, customers, or with the public, and will also be responsible for ingress/egress identification.
- Provide the Contractor with the project work plan, ingress/egress routes, identify cultural or biological concerns, and provide a contact listing with numbers to the Contractors.
- Monitor work performance and ensure project guidelines are fulfilled.
- Monitor post-project results.
- Inspect and recommend payment to Contractors on the completion of projects.
- Approve invoices for payment.

#### **Use of Machinery and Equipment**

Vendor shall locate machinery servicing and refueling areas in accordance with Agency requirements.

All vehicles and equipment entering the project area must be clean of noxious weeds and free from oil and fluid leaks and are subject to inspection. Wash all equipment to thoroughly remove all dirt, plant, and other foreign material prior to entering the project area. Particular attention must be shown to the undercarriage and any surface where soil containing exotic seeds may exist. These efforts are critical to prevent the introduction and establishment of non-native plant species to the project area.

In general, when gasoline, diesel fuel, antifreeze, hydraulic fluid, or any other chemical contained within the vehicle or machinery is released in the project area, report the spill to the Agency and follow proper corrective clean-up and safety actions.

At a minimum, fire extinguishers of appropriate size and type must be located on site in case of a fire ignition while operating machinery and/or equipment. During times of elevated fire risk, pressurized water and additional fire suppression resources may also be required.

Repair oil leaks immediately upon discovery. Do not use equipment that is leaking. Have oil pans and absorbent material in place prior to beginning repair work. Have the capability of catching and absorbing leaks and spillage of chemicals from breakdowns or repair actions with absorbent materials. Keep a supply of acceptable absorbent materials at the project site in the event of spills. Dig up soils contaminated chemicals, place in appropriate safety containers, and dispose of according to state and/or federal laws and rules or regulations.

#### **Treatments**

#### **Vegetation Management Treatments**

Bids shall be provided on a PER HOUR RATE to include wages, equipment needs, travel, per-diem, equipment use, and all requirements of the Contractor expressed herein.

Price Agreement #: 00-00000-20-00085

Page-12

#### 1. Mechanical Cutting

Utilize a HydroAxe, Tiger Cat, Bobcat with attachment, excavator with attachment or equivalent machinery to cut trees/shrubs for purposes of restoration/sourcing materials. This may include, but is not limited to, removal of floodplain conifers, or cutting trees to provide materials for in-stream structures. Selected trees/shrubs would be marked for cutting or selected by written prescription. Trees that are not marked or prescribed for removal shall not be damaged and remain untouched by treatment activities.

#### 2. Manual Cutting

Utilize a chainsaw or equivalent to cut trees/shrubs for purposes of restoration/sourcing materials. Selected trees/shrubs would be marked for cutting or selected by written prescription. This may include, but is not limited to a lop and scatter cut, and the bucking and delimbing of tree boles. This activity would be done in a variety of vegetation types and terrains.

#### 3. Manual Piling

Utilize manual labor and chainsaws to create piles of cut vegetation for burning. Dimensions of piles and the size of materials to pile will be by written Agency prescription. This activity may require further bucking and delimbing of woody vegetation to meet pile specifications. This activity would be done in a variety of vegetation types and terrains.

#### 4. Mechanical Skidding/Decking

Utilize a tree skidder or equivalent machinery to extract fallen trees and stack them according to a written prescription. Trees that are not marked or prescribed for removal shall not be damaged and remain untouched by treatment activities.

#### 5. Mechanical Extraction

Utilize a HydroAxe, Tiger Cat, Bobcat with attachment, excavator with attachment or equivalent machinery to extract trees/shrubs with intact rootwads to provide materials for in-stream structures. Selected trees/shrubs would be marked for extraction or selected by written prescription. Trees that are not marked or prescribed for removal shall not be damaged and remain untouched by treatment activities.

#### Revegetation Treatments

Bids shall be provided on a PER HOUR RATE to include wages, equipment needs, travel, per-diem, equipment use, and all requirements of the Contractor expressed herein. Bids for some items shall be based on general soil type. Bids on these items shall be for planting on average soils and for planting in soils with excessive cobble. Cobble is rock greater than 2.5 inches in diameter, and soils are deemed to have excessive cobble when average cobble content is greater than 25 percent.

#### 6. Plant Materials Sourcing, Manual Collection, Transport, and Storage

Identify appropriate sources of native, local plant materials as defined by the Project Coordinator. Utilize hand crews to collect cones, seeds, cuttings, poles, whips, and other plant materials from approved locations. Proper care for plant materials may include transport; long-term storage for over six months; root hormone application; appropriate exposure to sun, temperature, and humidity; and consistent watering until planting.

#### 7. Plant Materials Sourcing, Mechanical Collection, Transport, and Storage

Identify appropriate sources of native, local plant materials as defined by the Project Coordinator. Mechanically collect cones, seeds, cuttings, whips, poles, and other plant materials from approved locations.

Price Agreement #: 00-00000-20-00085

Page-13

Proper care for plant materials may include transport; long-term storage for over six months; root hormone application; appropriate exposure to sun, temperature, and humidity; and consistent watering until planting.

#### 8. Manual Mulching/Seeding

Utilize hand crews equipped with handheld spreaders or equivalent to disperse mulch and/or seed in upland, wetland or riparian environments. Treatment areas would be delineated on the ground, by map or in writing.

#### 9. Mechanical Broadcast Mulching/Seeding

Use heavy equipment to spread mulch and/or plant seed in upland, wetland or riparian environments. Treatment areas would be delineated on the ground, by map or in writing.

#### 10. & 11. Manual Planting of Tree and Shrub Poles

Transport and utilize hand crews to plant various tree and/or shrub poles in upland, wetland or riparian areas as defined in the project plan. The species, timing, and locations of planted tree and/or shrub poles would be determined by the Project Coordinator.

#### 12. & 13. Mechanical Planting of Tree and Shrub Poles

Transport and mechanically plant various tree and/or shrub poles in upland, wetland or riparian areas as defined in the project plan. The species, timing, and locations of planted tree and/or shrub poles would be determined by the Project Coordinator.

#### 14. & 15. Manual Planting of Container Trees and Shrubs

Transport and utilize hand crews to plant various container trees and/or shrubs in upland, wetland or riparian areas as defined in the project plan. The species, timing, and locations of planted trees and/or shrubs would be determined by the Project Coordinator.

#### 16. & 17. Mechanical Planting of Container Trees and Shrubs

Transport and mechanically plant various container trees and/or shrubs in upland, wetland or riparian areas as defined in the project plan. The species, timing, and locations of planted trees and/or shrubs would be determined by the Project Coordinator.

#### 18. & 19. Planting of Herbaceous Species

Transport and plant various herbaceous species plugs in upland, wetland or riparian areas as defined in the project plan. This may include, but is not limited to, planting of sedges, rushes, grasses, and/or forbs. The species, timing, and locations of planted herbaceous species would be determined by the Project Coordinator.

#### 20. Maintenance of Tree/Shrub/Herbaceous Plantings

Employ additional measures to ensure long-term survival of tree/shrub/herbaceous plantings, such as watering and protection from animal damage.

#### 21. Field Supervision of Plant Collection and Revegetation Activities

Provide direction and oversight of field vegetation crews to meet project objectives and ensure quality implementation. Field supervision activities may include, but are not limited to, participation in plant collection and revegetation activities.

#### Erosion Control and Road Treatments

Price Agreement #: 00-0000-20-00085

Page-14

## Price shall be provided on a PER HOUR RATE to include wages, equipment needs, travel, per-diem, equipment use, and all requirements of the Contractor expressed herein.

#### 22. Rock or Wood Structures

Utilize rock and/or wood materials to create erosion control or flow modification structures in specified locations within a project area. Specific structures to be constructed will be identified and mapped, for reference within the project plan. Rock material to be used may range from small hand-held material to 50+ pounds, which may require the use of heavy equipment. Rock structures may include but are not limited to one rock dams, rock basins, rock rundowns, channel liners, or media lunas. Wood materials to be used may range in form and size from individual limbs to full-sized logs or root wads (cut to size). Wood structures may include but are not limited to log step falls, log run downs, log flow splitters, log pour overs, post vanes, baffles, and weirs/dams.

#### 23. Earthen or sod structures

Utilize soil and/or plant material to create erosion control or flow modification structures in specified locations within a project area. Specific structures to be constructed will be identified and mapped for reference within the project plan. Structures may include but are not limited to "plug and pond" treatments, worm ditches, or sod plugs.

#### 24. Road Maintenance and Closures

Perform various activities related to road maintenance and road closures that may include, but are not limited to, installation of appropriate stabilization and water drainage structures such as water bars and/or culverts, blading of road surfaces, ripping of road surfaces to de-compact soils, installation of physical barriers to prevent access, seeding or planting of approved native species, and placement of large boulders and log slash across closed road surfaces.

#### 25. Wattles

Place wattles along contours to increase water infiltration and reduce soil erosion to meet erosion control objectives. The distance between wattles will be determined by slope and/or other factors. Wattles will be staked and may be placed in a shallow trench as outlined in the project plan.

#### 26. Fence Removal and Modification

Remove all or part of an existing fence, and install wildlife friendly fencing in a variety of terrain types to meet specific standards as defined in the project plan. Materials required may include, but are not limited to, steel posts, T-posts, wooden posts, and a variety of wire configurations. Fencing may be used to prevent trespass or exclude/facilitate animal access. Some projects will require both materials and labor. In some cases, materials will be provided and the project would only require labor.

#### 27. Fence Installation

Install wildlife friendly fencing in a variety of terrain types to meet specific standards as defined in the project plan. Materials required may include, but are not limited to, steel posts, T-posts, wooden posts, and a variety of wire configurations. Fencing may be used to prevent trespass or exclude/facilitate animal access. Some projects will require both materials and labor. In some cases, materials will be provided and the project would only require labor.

#### 28. Manual Spraying

Price Agreement #: 00-00000-20-00085

Page-15

Utilize backpack herbicide applicators to meet specific standards as defined in the project plan. Materials that are required include, but are not limited to: Herbicide Applicators License, all necessary Personal Protective Equipment, herbicide, water, surfactants, and applicator dyes. Herbicides must be applied per state rules, and federal regulations. The Contractor shall be responsible for properly disposing of containers and unused herbicides per state rules and federal regulations. Herbicides must be registered for use in New Mexico, with the New Mexico Department of Agriculture.

#### 29. Mechanical Spraying

Utilize boom spraying herbicide applicators to meet specific standards as defined in the project plan. Materials that are required include, but are not limited to: Herbicide Applicators License (must remain active during the course of the term of the Price Agreement. Also must be active and a copy submitted by the bid opening date.), all necessary Personal Protective Equipment, herbicide, ATV/UTV with pressurized spraying equipment, water, surfactants, and applicator dyes. Herbicides must be applied per state rules, and federal regulations. The Contractor shall be responsible for properly disposing of containers and unused herbicides per state rules and federal regulations. Herbicides must be registered for use in New Mexico, with the New Mexico Department of Agriculture.

#### **Administration of Treatments**

#### 30. Project Management

Provide direction, oversight, and planning to meet project objectives and ensure quality implementation. Project management responsibilities may include, but are not limited to, field inspections, coordination with contractors and project partners, delineation and marking of project boundaries, generation of periodic reports on project status and final reports, and conducting pre- and post-monitoring.

#### 31. Mobilization Costs for Treatments and Revegetation

One-way cost per mile from Contractor's base of operation to the project site.

#### 32. Materials

Bids shall be provided in terms of a percent discount below retail provided to the Agency on the cost of all materials purchased for a Project. Successful bidders may or may not need to provide materials, such as herbicide, mulch, seed, rock, wattles, stakes, trees, shrubs, straw bales, or other materials for various projects. Some projects will require both materials and labor. In some cases, materials will be provided and the project would only require labor.

### Price Agreement #: 00-00000-20-00085

Item #	Approx. Qty.	Unit	Article and Description		
1	1	Hour	Mechanical Cutting		
Vei	ndor		Unit Price	Notes	
	(A)	And a second of	\$325.00	*Masticator rate per hour per machine onsite	
	(D)	100000000000000000000000000000000000000	\$350.00		
	(H)		\$200.00		
<u>`</u>	AI)		\$250.00		
	(AJ)		\$150.00	TO MENTERS AND COLUMN TO THE C	
	AL)		\$950.00		
(A	M)		\$559.00		
(A	N)		\$325.00		
Item#	Approx. Qty.	Unit		Article and Description	
2	1	Hour		Manual Cutting	
Ve	ndor	The state of the s	Unit Price	Notes	
	(A)		\$55.00	*Labor rate per hour per hand cutter onsite	
	(B)	age of the contract of the con	\$99.00	The commence were small than community and the c	
	(D)		\$43.75		
	(E)	and the same at the same of	\$297.75	and the state of t	
	(H)	to compare the court to	\$100.00	e (C. P. ad extraction to the first of a content extraction of a content of a conte	
	AI)		\$40.00	The major was an in the street was the drifts street for about a first and the street and the st	
<del></del>	<b>AJ</b> )	and the second s	\$60.00		
<u> </u>	AL)	and select entropies and and and a real	\$85.00	The contracts of the SM in the contract was always on a green when the contract in the contract of the contrac	
(A	M)	The State States of the State of the	\$98.00	er dienderde Autobrecht (1986 in de 1988) in de 1988 in	
(A	N)	The second second second second second	\$135.00		
Item#	Approx. Qty.	Unit		Article and Description	
3	1	Hour		Manual Piling	
Ve	ndor		Unit Price	Notes	
	(AA)	e i con establica e como e constant	\$55.00	*Labor rater per hour per laborer onsite	
	<b>AB</b> )	the sattle of the same of the sattle	\$80.00	- I come a mario a mar	
	(D)		\$43.75		
	AE)		\$297.75	- CONTROL THE CONTROL AND	
<del></del>	<u></u>		\$150.00	- Control of the cont	
<del></del>	AI)		\$40.00		
<u>`</u>	AJ)	and the second	\$50.00	Some the transfer of the second control of t	
	AL)	e and it is the in-	\$90.00		
	M)	The state of the same	\$79.00		
	<u> </u>		6125.00	- Control of the Cont	

(AN)

\$135.00

Price Agreement #: 00-00000-20-00085

Page-17 Item# Approx. Unit **Article and Description** Qty. 4. Hour Mechanical Skidding/Decking **Unit Price** Notes Vendor \*Rate per hour per skidder/excavator unit onsite (2 pieces \$500.00 of heavy equipment) (AA) (AD) \$320.00 (AH) \$200.00 (AI) \$40.00 \$150.00 (AJ) (AL) \$950.00 (AM) \$324.00 \$350.00 (AN) Item # | Approx. Unit **Article and Description** Qty. 5 Hour Mechanical Extraction Vendor **Unit Price** Notes \$300.00 (AA) \*Rate per hour per excavator onsite (AD) \$175.00 \$165.00 (AF) \$200.00 (AH) \$250.00 (AI) \$150.00 (AJ) \$950.00 (AL) \$559.00 (AM) (AN) \$295.00 Item # | Approx. Unit **Article and Description** Qty. Plant Materials Sourcing, Manual Collection Transport and Storage 6 Hour Vendor **Unit Price** Notes (AA) \$55.00 \*Rate per hour per laborer onsite \$50.00 \*Per person (AF) (AH) \$150.00 \$36.00 (AI) \$70.00 (AJ)

(AL)

(AM)

\$250.00

\$79.00

# State of New Mexico General Services Department Purchasing Division Price Agreement #: 00-00000-20-00085

Item #	Approx.	Unit		Article and Description
Itom #	Qty.	CIII		Titude and Depoliption
	1	Hour	Plant Materials Sourcing, Mechanical Transport and Storage	
Vei	ndor		Unit Price	Notes
(A	A)		\$250.00	*Rate per hour for sourcing, transport, storage
(A	AF)		\$165.00	*One machine and operator with one truck and trailer
(A	H)		\$150.00	
<b>(</b> A	AI)	A	\$36.00	
<b>(</b> A	(J)		\$150.00	
(A	L)		\$300.00	
(A	M)	A NO. 100 P. CONTRACTOR OF THE PARTY OF	\$79.00	
Item #	Approx. Qty.	Unit		Article and Description
8	1	Hour		Manual Broadcast Mulching/Seeding
Ve	ndor	an age of second of attention	Unit Price	Notes
(A	AA)		\$55.00	*Laborer rate per hour per laborer onsite
(A	<b>(B)</b>		\$80.00	
(A	<b>(D</b> )		\$43.75	
<b>(</b> /	AE)		\$279.50	
<b>(</b> A	AF)		\$50.00	*per person with tools
(A	AH)		\$150.00	
(4	AI)		\$36.00	
<b>(</b> /	AJ)		\$60.00	
<b>(</b> /	AL)		\$90.00	
(A	M)		\$79.00	
<b>(</b> A	N)	according to the control	\$65.00	
Item #	Approx. Qty.	Unit		Article and Description
9	1	Hour	protection of the contract of	Mechanical Broadcast Mulching/Seeding
Ve	ndor		Unit Price	Notes
<b>(</b> /	(A)	rain area an east room on	\$200.00	*Rate per hour for tractor, seeder, operator
(4	(D)	A THE DAY OF STREET	\$120.00	
· · · · · · · · · · · · · · · · · · ·	AE)	·	\$495.00	
·	AH)		\$150.00	
<del></del>	AI)		\$36.00	Professional and the second se
<del>`</del>	AJ)	aleksa (aleksasi) sa	\$150.00	The state of the control of the cont
	AL)	August and the state of	\$200.00	
<u></u>	M)	n i vive vin vidi vin lavenar	\$324.00	
	AN)		\$105.00	

## State of New Mexico General Services Department

## Purchasing Division Price Agreement #: 00-00000-20-00085

Item#	Approx.	Unit		Article and Description
10	Qty.	Hour		Manual Planting of Tree and Shrub Poles
Vo	ndor	* * * * * * * * * * * * * * * * * * * *	Unit Price	Notes
	A)		\$55.00	*Labor rate per hour per laborer onsite
	(B)		\$80.00	Laborrate per nour per raborer onsite
	D)	Consideration of the con-	\$43.75	
<u>`</u>	(E)	THE RESERVE OF	\$279.50	
	AF)		\$50.00	
	H)	and the second	\$150.00	
	<b>AI</b> )	there is an arm the state of	\$36.00	
······	(AJ)		\$70.00	
<u>_</u>	AL)		\$90.00	The state of the s
	.M)	es or our survey.	\$79.00	
( <i>A</i>	N)		\$65.00	
Item #	Approx. Qty.	Unit		Article and Description
11	1	Hour	Mar	nual Planting of Tree and Shbrub Poles (excessive cobble)
Ve	ndor		Unit Price	Notes
(A	(A)	As the mean of the series of	\$95.00	*Labor rate per hour per laborer onsite
( <i>A</i>	(B)	P	\$85.00	
(A	(D)	The second second second	\$43.75	Programme and the control of the con
<b>(</b> /	(E)		\$315.00	The state of the s
<b>(</b> /	AF)		\$60.00	
<b>(</b> A	AH)	and the second second second	\$150.00	
(/	AI)		\$36.00	
<b>(</b> 2	<b>A</b> J)		\$80.00	
(A	AL)	eritte och til en soler til	\$125.00	
(A	.M)	. Into the server district to	\$79.00	
(A	N)		\$75.00	2000 18 18 18 18 19 10 10 10 10 10 10 10 10 10 10 10 10 10
Item#	Approx. Qty.	Unit		Article and Description
12	1	Hour		Mechanical Planting of Tree and Shrubs
Ve	ndor	suffering so of the first	Unit Price	Notes
(A	AA)		\$185.00	*Rate per hour for skid steer with attachment and operator
(A	AD)	The same of the same of the same of	\$120.00	
(A	AF)	a section for the	\$165.00	
<b>(</b> /	AH)	0.500 150 . 0004 14	\$150.00	
(.	AI)		\$36.00	
(,	AJ)		\$110.00	
(2	AL)		\$300.00	
(A	M)		\$324.00	

## State of New Mexico General Services Department Purchasing Division Price Agreement #: 00-0000-20-00085

Item#	Approx. Qty.	Unit	Article and Description		
13	1	Hour	Me	echanical Planting of Tree and Shrubs (excessive cobble)	
Vendor			Unit Price	Notes	
(A	(AA)		\$225.00 *Rate per hour for skid steer with attachment and operator		
(A	.D)		\$145.00		
(A	<b>.F</b> )		\$175.00		
(A	.H)		\$150.00		
<b>(</b> A	AI)		\$36.00		
<b>(</b> A	AJ)		\$120.00		
(A	L)		\$350.00		
(A	M)		\$335.00		
Item#	Approx. Qty.	Unit	Article and Description		
14	1	Hour	Solven on control was presented a series of the series of	Manual Planting of Container Trees and Shrubs	
Ve	ıdor		Unit Price	Notes	
(A	A)		\$55.00	*Labor rate per hour per laborer onsite	
(A	(B)		\$80.00		
(A	.D)	100 FOR 100 100 100 100 100 100 100 100 100 10	\$43.75		
(/	E)		\$279.50		
(A	<b>(F)</b>	and the same transfer and the	\$50.00		
(A	(H)	and reactivation using the state as	\$150.00		
(,	AI)	· ger · · · · · · · · · · · · · · · · ·	\$36.00		
(4	(AJ)		\$70.00		
(AL)			\$300.00		
(AM)			\$79.00		
(/	(N)		\$65.00	The state of the s	
Item#	Approx. Qty.	Unit		Article and Description	
15	1	Hour	Manua	al Planting of Container Trees and Shrubs (excessive cobble)	
Ve	Vendor		Unit Price Notes		
(A	(AA)		\$95.00 *Labor rate per hour per laborer onsite		
(AB)			\$85.00		
(AD)			\$43.75		
(AE)			\$315.00		
(AF)			\$60.00		
(AH)			\$150.00		
(AI)			\$36.00		
(AJ)			\$80.00		
(AL)			\$350.00		
(AM)			\$79.00		
(4	AN)		\$85.00		

Price Agreement #: 00-00000-20-00085

Item# **Article and Description** Approx. Unit Qty. 16 Hour Mechanical Planting of Container Trees and Shrubs Notes Vendor **Unit Price** \*Rate per hour for skid steer with attachment and operator (AA) \$185.00 (AD) \$120.00 \$165.00 (AF) (AH) \$150.00 (AI) \$36.00 (AJ) \$110.00 (AL) \$300.00 (AM) \$324.00 Item # | Approx. Unit **Article and Description** Qty. Mechanical Planting of Container Trees and Shrubs (excessive cobble) 17 Hour Vendor **Unit Price** Notes \*Rate per hour for skid steer with attachment and operator (AA) \$225.00 (AD) \$145.00 \$180.00 (AF) **(AH)** \$150.00 (AI) \$36.00 (AJ) \$120.00 (AL) \$350.00 (AM) \$335.00 Item # | Approx. Unit **Article and Description** Qty. 18 Planting of Herbaceous Species Hour Vendor **Unit Price** Notes (AA) \$180.00 \*Labor rate per hour per 4-person crew onsite (AB) \$80.00 \$43.75 (AD) \$279.50 (AE) \*Mechanical planting (AF) \$165.00 (AH) \$150.00 \$36.00 (AI) (AJ) \$70.00 (AL) \$300.00

\$79.00

(AM)

## State of New Mexico General Services Department

## Purchasing Division Price Agreement #: 00-00000-20-00085

Item#	Anneau	¥124	Page Auticle and Description			
ich #	Approx. Qty.	Unit		Article and Description		
19	1	Hour		Planting of Herbaceous Species (excessive cobble)		
Ve	ndor		Unit Price	Notes		
(A	(A)		\$220.00	*Labor rate per hour per 4-person crew onsite		
(A	(B)		\$85.00			
(A	(D)		\$43.75			
(AE)			\$315.00			
(AF)		. Person of a case of the	\$180.00	*Mechanical planting		
(AH)			\$150.00			
(/	AI)		\$36.00			
<b>(</b> A	\J)		\$80.00			
(A	L)		\$350.00			
(A	M)		\$79.00			
Item #	Approx. Qty.	Unit		Article and Description		
20	1	Hour		Maintenance of Tree/Shrub/Herbaceous Plantings		
Ve	ndor		Unit Price	Notes		
( <i>A</i>	A)		\$55.00	*Labor rate per hour per laborer onsite		
	(B)	100 100 100 100 111 100	\$80.00	and the second control of the second control		
<u> </u>	(D)	estrato o estado no	\$43.75			
(AE)		roden and an experience	\$130.00			
	(AF)		\$50.00	*Manual Maintenance		
(AH)		e per la come accesa come.	\$150.00			
(AI)		Control congress of the extension of the con-	\$36.00			
(/	AJ)		\$110.00	The state of the second section sect		
<b>(</b> /	AL)	the state of the s	\$120.00			
(A	M)		\$79.00	The term of the designation of wiston and to the design of the last to the last to the design of the last to the design of the last to the las		
Item #	Approx. Qty.	Unit	Article and Description			
21	1	Hour	Field	Supervision of Plant Collection and Revegetation Activities		
Ve	Vendor		Unit Price	Notes		
(AA)		to the constant of the fide control of	\$65.00	*Labor rate per hour per field supervisor onsite		
(AB)		- NO. 11 THE LABORATE AND	\$90.00	The first control of the first		
(AD)			\$50.00			
(/	(AE)		\$130.00			
(2	AF)	eren i e en e	\$120.00			
(AG)		\$85.00				
(.	(AI)		\$100.00			
(AJ)			\$90.00			
(4	(AL)		\$150.00			
(A	(AM)		\$79.00			
(AO)			\$160.00			

#### Price Agreement #: 00-00000-20-00085

Page-23 Item # Approx. Unit Article and Description Qty. 22 Hour Rock or Wood Structures Vendor **Unit Price** Notes \*Rate per hour for equipment with operator plus 3 additional laborers \$400.00 (AA) (AD) \$43.75 (AE) \$340.00 \$165.00 (AF) (AI) \$40.00 \$150.00 (AJ) (AK) \$964.47 \$500.00 (AL) \$324.00 (AM) (AN) \$205.00 Unit Item # | Approx. **Article and Description** Qty. 23 Hour Earthen or Sod Structures Vendor **Unit Price** Notes \*Rate per hour for equipment with operator plus 3 additional laborers (AA) \$300.00 \$43,75 (AD) (AE) \$340.00 \$165.00 (AF) (AI) \$40.00 (AJ) \$150.00 (AK) \$964.47 \$500.00 (AL) \$324.00 (AM) (AN) \$195.00 Item # | Approx. Unit **Article and Description** Qty. 24 Hour Road Maintenance and Closures Vendor **Unit Price Notes** (AA) \$300.00 \*Rate per hour per unit of heavy equipment with operator (AD) \$275.00 (AE) \$340.00 \$165.00 (AF) \$36.00 (AI) (AJ) \$150.00 \$1,487.02 (AK) (AL) \$500.00 (AM) \$324.00 \$225.00

(AN)

## State of New Mexico General Services Department Purchasing Division Price Agreement #: 00-0000-20-00085

Item #	Approx. Qty.	Unit		Article and Description	
25	1	Hour		Wattles	
Ve	Vendor		Unit Price	Notes	
(A	(A)	and the second of the second	\$55.00	*Rate per hour per laborer	
<u> </u>	(D)		\$43.75	The state of the s	
	(E)		\$265.50		
(A	AF)		\$50.00		
(.	(AI)		\$36.00		
(4	AJ)		\$160.00		
(A	AL)		\$300.00		
(A	M)		\$79.00		
<b>(</b> /	AN)		\$67.50		
Item#	Approx. Qty.	Unit		Article and Description	
26	1	Mile	er comment and an experience	Fence Removal and Modification	
Ve	ndor	The second second second	Unit Price	Notes	
(4	(AA)		\$6,500.00	*Rate per mile for fence removal, disposition of wire & existing posts to include equipment and necessary laborers	
<del></del>	AD)	128.2	\$31,680.00		
<u> </u>	AF)		\$35,000.00	*Price varies depending on terrain and existing vegetation	
	AI)		\$36.00		
	AJ)		\$70.00		
<del></del>	(AK)		\$821.83		
<u> </u>	AL)		\$3,000.00		
	AM)		\$79.00	*/Hour	
(4	AN)	The second second	\$14,450.00	The state of the s	
Item#	Approx. Qty.	Unit		Article and Description	
27	1	Mile	tt av til avvis eller visteler vistt ledse ses steller vot	Fence Installation	
Ve	ndor	The grant of the section of the	Unit Price	Notes	
(AA)			\$9,500.00	*Rate per mile for fence installation to include equipment, material and labor necessary to complete project within mutually agreed upon schedule	
	(AD)		\$31,680.00		
	(AF)		\$35,000.00	*Price varies depending on terrain and existing vegetation	
<u> </u>	(AI)		\$36.00	, with depending of the land that the regulation	
1	(AJ)		\$90.00		
	(AK)		\$821.83		
<del></del>	(AL)		\$3,500.00		
	(AL)		ψυ,υυν.υυ		
······	(M)		\$79.00	*/Hour	

#### Price Agreement #: 00-00000-20-00085

Page-25 Item # | Approx. Unit **Article and Description** Qty. 28 1 Hour Manual Spraying Vendor **Unit Price** Notes (AA) \$55.00 \*Rate per hour per herbicide applicator \$90.00 (AB) (AD) \$73.75 \$300.00 (AE) \$110.00 (AJ) (AL) \$150.00 \$79.00 (AM) \$135.00 (AN) Item # | Approx. Unit **Article and Description** Qty. 29 Hour Mechanical Spraying Vendor **Unit Price** Notes \*Rate per hour per UTV equipped with sprayer with \$105.00 operator plus one additional herbicide applicator (AA) (AD) \$120.00 (AE) \$135.00 \$170.00 (AJ) (AL) \$150.00 \$324.00 (AM) \$245.00 (AN) Item # | Approx. Unit **Article and Description** Qty. 30 Hour Project Management Vendor **Unit Price** Notes \$65.00 \*Rate per hour per project manager onsite (AA) (AB) \$200.00 (AC) \$55.00 (AD) \$50.00 (AE) \$130.00 **(AF)** \$120.00 \$95.00 (AG) \$100.00 (AI) \$80.00 (AJ) (AK) \$232.00 (AL) \$250.00 (AM) \$189.00 (AN) \$130.00

(AO)

\$175.00

Price Agreement #: 00-00000-20-00085

Page-26 Item# Approx. Unit **Article and Description** Qty. 31 Mile Mobilization Cost for Treatments and Revegetation Vendor Notes **Unit Price** \*Rate per mile to mobilize each piece of heavy equipment required. If heavy equipment is not required, the mobilization rate would be \$5.50 per mile per each service \$10.00 (AA) truck or transport vehicle dispatched daily to the site (AB) \$2,25 (AD) \$5.00 \$3.13 (AE) \$4.50 **(AF)** \$0.55 (AG) (AI) \$1.50 \$0.58 (AJ) \*per mile (AK) \$18.40 (AL) \$13.00 (AM) \$2.25 (AN) \$7.50 Item # | Approx. **Article and Description** Unit Qty. 32 % Materials: % Discount Below Retail. Based on submitted invoice to Agency. **Unit Price** Vendor Notes (AA) 0% (AB) 0% 3% (AD) **(AF)** 5% (AI) 0%\*below retail (AJ) 20% (AK) 0% 5% (AL) (AM) 0%

\*\*\* 32 Items Total \*\*\*