



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

**Price Agreement Amendment**

**Awarded Vendor:  
19 Vendors**

Number: **10-51600-21-05591**

Amendment No.: **One**

Term: **June 24, 2021 – June 23, 2025**

**Ship To:  
NM Department of Game and Fish  
1 Wildlife Way  
Santa Fe, NM 87507**

Procurement Specialist: **Kimberly A Hunt-Brown**

Telephone No.: **505-490-3152** **KAHB**

Email: **[Kimberly.Hunt-Brown@state.nm.us](mailto:Kimberly.Hunt-Brown@state.nm.us)**

**Invoice:  
As Requested**

**For questions regarding this contract please contact:  
Raymond "Scott" Gunter 505-476-8079**

**Title: Habitat Stamp Ecological Restoration Projects**

**This 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: Correct the Price Agreement Term Dates from: June 24, 2021 – June 23, 2022 to: June 24, 2021 – June 23, 2025.**

**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: 7/9/2021

Mark Hayden, New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**



## State of New Mexico General Services Department

### Price Agreement

**Awarded Vendor:****19 Vendors (See pages 6, 7, and 8)**Price Agreement Number: **10-51600-21-05591**Payment Terms: **Net 30**F.O.B.: **Destination**Delivery: **See pages 6, 7, and 8.****KAHB****Ship To:****New Mexico Department of Game and Fish  
1 Wildlife Way  
Santa Fe, NM 87507**Procurement Specialist: **Kimberly A Hunt-Brown**Telephone No.: **(505) 490-3152**Email: **[Kimberly.Hunt-Brown@state.nm.us](mailto:Kimberly.Hunt-Brown@state.nm.us)****Invoice:****As Requested.****For questions regarding this agreement please contact:  
Raymond 'Scott' Gunter 505-476-8079****Title: Habitat Stamp Ecological Restoration Projects****Term: June 24, 2021 – June 23, 2022****This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.****Accepted for the State of New Mexico***Valerie Paulk*

Date: 6/24/2021

Mark Hayden, New Mexico State Purchasing Agent

**x This Agreement was signed on behalf of the State Purchasing Agent**

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**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
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

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

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

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

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

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

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

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

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

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

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

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

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

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**New Mexico Employees Health Coverage**

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

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

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

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

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

**Department Price Agreement**

**Article I – Statement of Work**

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

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

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

**Article II –Term**

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

**Article III –Specifications**

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

**Article IV – Shipping and Billing Instructions**

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

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**Article V - Termination**

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

**Article VI – Amendment**

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

**Article VII – Issuance or Orders**

Only written signed orders are valid under this Price Agreement.

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

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

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



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**Awarded Vendors:**

(AA) 0000148410  
Black Rock, LLC  
3805 Woodlark Road  
Clovis, NM 88101  
Phone: 575-309-3153  
Email: [lane.drake@drakereclamation.com](mailto:lane.drake@drakereclamation.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: 30 Days After Receipt of Order (ARO)

(AB) 0000051312  
Bonnell Sand & Gravel, Inc.  
PO Box 8  
Glencoe, NM 88324  
Phone: 575-840-6049  
Email: [jbonnell@live.com](mailto:jbonnell@live.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: As Requested

(AC) 0000044940  
Forest Fitness, LLC  
5311 Los Poblanos Lane SW  
Los Ranchos, NM 87107  
Phone: 505-350-8536  
Email: [jeremy@forestfitness.com](mailto:jeremy@forestfitness.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: As Requested

(AD) 0000150567  
Homeland Habitat  
1100 E Broadway Avenue  
Bloomfield, NM 87413  
Phone: 505-801-7367  
Email: [mcatron2000@gmail.com](mailto:mcatron2000@gmail.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: Bloomfield, NM

(AE) 0000137589  
Johnson Environmental  
2236 Idaho Drive  
Alamogordo, NM 88310  
Phone: 575-937-3046  
Email: [johnsonenv@hotmail.com](mailto:johnsonenv@hotmail.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: As Requested by Task Order

(AF) 0000049250  
L & J Construction, Inc.  
PO Box 1943  
Anthony, NM 88021  
Phone: 575-644-0252  
Email: [ljconst@gmail.com](mailto:ljconst@gmail.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: Destination

(AG) 0000150473  
Dick Lanford  
DBA: Lanford Excavation, LLC  
426 Canada De La Cruz  
Monticello, NM 87939  
Phone: 575-571-3245  
Email: [lanfordexcavation@gmail.com](mailto:lanfordexcavation@gmail.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: 426 Canada De La Cruz

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(AH) 0000136090  
Markit! Forestry Management, LLC  
3370 Chuckwagon Road  
Colorado Springs, CO 80918  
Phone: 719-593-2365  
Email: [bryonzebrowski@markitforestry.com](mailto:bryonzebrowski@markitforestry.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: Destination

(AI) 0000129380  
Price Forestry & Environmental Services  
2520 Madre Dr. NE  
Albuquerque, NM 87112  
Phone: 505-203-2571  
Email: [apricey505@gmail.com](mailto:apricey505@gmail.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: As Requested

(AJ) 0000071048  
RCC, LLC  
4300 Standfier Court SW  
Albuquerque, NM 87105  
Phone: 505-550-0107  
Email: [rivercrestconstruction@hotmail.com](mailto:rivercrestconstruction@hotmail.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: Upon Owner's Request

(AK) 0000072052  
Reineke Construction, LLC  
PO Box 65  
Watrous, NM 87753  
Phone: 505-270-6866  
Email: [mreineke@earthlink.com](mailto:mreineke@earthlink.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: FOB: Site

(AL) 0000113916  
Rio Grande Return  
1704 B Llano Street #347  
Santa Fe, NM 87505  
Phone: 505-670-2621  
Email: [alan@riograndereturn.com](mailto:alan@riograndereturn.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: 11 Camino de Gallo, Lamy, NM 87540

(AM) 0000115291  
Southwest Contracting & Associates, LLC  
PO Box 1494  
Capitan, NM 88316  
Phone: 575-937-2724  
Email: [wilsonthinning@gmail.com](mailto:wilsonthinning@gmail.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: As Requested

(AN) 0000042615  
Summitt Forests, Inc.  
2305 Ashland Street, Suite C, PMB 432  
Ashland, OR 97520  
Phone: 541 -535-8920  
Email: [summittforests@gmail.com](mailto:summittforests@gmail.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: Project Location



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(AO) 0000129296  
Taylor Services, LLC  
PO Box 1305  
Grants, NM 87020  
Phone: 505-290-7654  
Email: [lmtaylor50@hotmail.com](mailto:lmtaylor50@hotmail.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: As Requested

(AP) 0000064154  
Trout Unlimited, Inc.  
1777 North Kent Street, Suite100  
Arlington, VA 22209  
Phone: 970-590-9367  
Email: [ghanks@tu.org](mailto:ghanks@tu.org)

Payment Term: Net 30  
FOB: Destination  
Delivery: As Requested

(AQ) 0000087799  
Watershed Artisans, Inc.  
1000 Cordova Place #832  
Santa Fe, NM 87505  
Phone: 505-577-9625  
Email: [watershedartisans@gmail.com](mailto:watershedartisans@gmail.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: Santa Fe, NM

(AR) 0000136576  
Western Ecology, LLC  
812 Abeyta, Unit E  
Santa Fe, NM 87505-2891  
Phone: 505-660-1490  
Email: [c.cassagnol@westernecology.com](mailto:c.cassagnol@westernecology.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: As Requested by Buyer

(AS) 0000150396  
Justin Wilson  
DBA: Wilson Construction Services, LLC  
PO Box 1886  
Elephant Butte, NM 87935  
Phone: 575-242-2630  
Email: [wilsonconstruction2020@gmail.com](mailto:wilsonconstruction2020@gmail.com)

Payment Term: Net 30  
FOB: Destination  
Delivery: As Requested

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**Specifications:**

New Mexico Department of Game and Fish (NMDGF) is looking to establish a Price Agreement for Habitat Stamp Program Ecological Restoration Projects.

The State reserves the right to issue multiple awards. .

Because of the large geographic nature of the state, and based on varying capabilities of each vendor, the resulting Price Agreement will service different scopes of work based on the needs of the Department.

The term of this Price Agreement shall be for four (4) years from date of award. This Price Agreement shall not exceed four (4) years. The State reserves the right to terminate this agreement upon a thirty-day written notice to all parties.

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted.*** No price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. 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. To facilitate prompt consideration, all requests for price increase must include all information listed below:

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

**Projects that could involve federal Awarded supplier(s) must be registered under the Federal System of Award Management (SAMS) and have a status of 'Active' throughout the term of the price agreement.**

<https://www.sam.gov>

For more information click the 'ABOUT' tab.

**Definitions:**

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

**Agency:** The New Mexico Department of Game and Fish 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.

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**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.

**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.

### **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.
- Contractors must work with the Agency to obtain a wage determination from the New Mexico Department of Workforce Solutions after being selected for any Project in which the total cost (excluding NM Gross Receipts Tax) is over \$60,000.00. 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.
- 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.

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- 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 project site and recommend payment, upon approval, to Contractors on the completion of projects.
- Approve invoices for payment.

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

Locate machinery servicing and refueling areas away from streambeds, arroyos, and washes to reduce the possibility and minimize the impacts of accidental spills and discharges.

All vehicles and equipment entering the project area, must be clean of weeds and free from oil and fluid leaks. Inspect and wash all equipment thoroughly and remove dirt, plants, and other foreign materials prior to entering the project area. Wash under the carriage and any surface where soil containing exotic seeds exist. These are to prevent the non-native plant species to the project area.

Gasoline, diesel fuel, antifreeze, hydraulic fluid, or any other chemicals contained within the vehicle or machinery may be in the project area. Vendor must report the spill to the Agency and follow proper corrective clean-up and safety actions.

Fire extinguishers must be located on site in case of a fire ignition while operating machinery and/or equipment. Pressurized water and fire suppression resource may be required if there is a fire risk.

Repair oil leaks immediately upon discovery. Must have oil pans and absorbent material in place to repair leaks. Vendor must have a supply of acceptable chemicals and absorbent materials at the project site in case there are oil leaks. Vendor to dispose according to state and/or federal laws and rules or regulations.

### **Site Visits**

Once a Project is identified, by the Department, a Contractor may be contacted for a site visit. The NMDGF will provide a project plan and request a desired outcome. Contractors will provide a written cost to the Department after the site visit.

### **Maintenance Activities**

#### **Water Infrastructure**

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

1. **Manual Maintenance of Existing Water Infrastructure**

Utilize hand tools and materials to fix broken water infrastructure. This may include, but is not limited to, replacing damaged plumbing parts including float boxes, valves, pvc elbows and spans, patching holes, removing debris, installation of wildlife escape ramps, and repairing leaks and other damages.

2. **Mechanical Maintenance of Existing Water Infrastructure**

Utilize a machinery such as bobcats and small excavators and materials to fix major failures to existing water infrastructure. This may include, but is not limited to, patching concrete structures, metal work such as welding to

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address water infrastructure sidewalls or catchment failures, the use of machinery to remove sediment and build dirt tank berms, and pullback dirt covering underground water infrastructure items.

3. Rock, Wood, Earthen, or Metal Structure Installation

Utilize appropriate materials to install water retention, 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 materials to be used may range in size from small hand-held materials 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. Earthen structures may include but are not limited to dirt tanks, soil berms, and clay liners to create water retention and erosion control or flow modification structures in specified locations within a project area. Metal materials may include but are not limited to drinker boxes, rain water catchments and water storage tanks.

4. Structure Removal

Removal of wood, metal, plastic, fiberglass, and similar types of materials that may or not be functional on the landscape. Price per hour will include proper disposal at recycling and or waste facilities off-site. Materials may be deconstructed, compacted, or otherwise bundled to aid in the safe transportation off-site.

**Vegetation Treatments**

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

5. Mechanical Cutting of Vegetation

Utilize a HydroAxe, Tiger Cat, Bobcat with attachment, excavator with attachment or equivalent machinery to cut trees/shrubs for purposes of wildlife predator avoidance. This may include, but is not limited to, removal of woody vegetation within enclosures for wildlife and wildlife water infrastructure. Selected trees/shrubs would be marked for cutting or selected by written prescription. Woody vegetation that are not marked or prescribed for removal shall not be damaged and remain untouched by treatment activities. This activity would be done in a variety of vegetation types and terrains.

6. Manual Cutting of Vegetation

Utilize a chainsaw or equivalent to cut trees/shrubs for purposes of wildlife predator avoidance. 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 climbing of tree boles. This activity would be done in a variety of vegetation types and terrains.

**Road Treatments**

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

7. 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.

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**Fencing Treatments**

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

**8. Fence Removal, Modification, and Repair**

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.

**9. Wire 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 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.

**10. Pipe 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 and steel rails, cable rails, 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. Adherence to local fire restrictions will be required for pipe fence installation activities.

**Administration of Treatments**

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

**11. Field Supervision of Water Infrastructure Maintenance Activities**

Provide direction and oversight of field maintenance crews to meet project objectives and ensure quality implementation. Field supervision activities may include, but are not limited to, GIS and other data collection, pre-work and post-work photography activities, and functionality testing of water infrastructure.

**12. Project Management**

Provide direction and planning to meet project objectives. Project management responsibilities may include, but are not limited to, field inspections, coordination with landowners and project partners, delineation and marking of project boundaries, strategic planning of work sequences to maximize efficiency, generation of periodic reports on project status and final reports, and conducting pre-work and post-work monitoring and functionality communications.

**13. Mobilization Costs by Vehicle**

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

**14. Mobilization Costs of Heavy Equipment**

One-way cost per mile from Contractor's base of operation to the project site for equipment and trailer weighing over 25,000 lbs.



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

**15. Mobilization Costs by Horses and/or Mules**

Cost per day from Contractor's base of operation to the nearest project vehicle access, and subsequent use of animals to access remote field sites. Rate will be a Per Day Rate for each Animal utilized.

**Price shall be provided on a PERCENT DISCOUNT RATE below retail.**

**16. Materials**

Discount 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. All of the specifications below are subject to modifications depending on the nature of the individual project. Some projects will require both materials and labor. In some cases, materials will be provided and the project would only require labor.

**Items List**

Item	Approx. Qty.	Unit	Article and Description	Unit Price
1	1	Hour	Manual Maintenance of Existing Water Infrastructure	(AA) \$580.00 (AB) \$35.00 (AC) \$38.00 (AD) \$25.00 (AE) \$250.00 (AF) \$125.00 (AG) \$150.00 (AI) \$65.00 (AJ) \$150.00 (AK) \$50.00 (AL) \$50.00 (AM) \$150.00 (AO) \$155.00 (AP) \$65.00 (AS) \$225.00
2	1	Hour	Mechanical Maintenance of Existing Water Infrastructure	(AA) \$1,560.00 (AB) \$110.00 (AC) \$120.00 (AD) \$60.00 (AE) \$325.00 (AF) \$165.00 (AG) \$510.00 (AI) \$85.00 (AJ) \$200.00 (AK) \$80.00 (AL) \$110.00



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Item	Approx. Qty.	Unit	Article and Description	Unit Price
2	1	Hour	Mechanical Maintenance of Existing Water Infrastructure	(AM) \$500.00 (AO) \$265.00 (AP) \$150.00 (AR) \$150.00 (AS) \$255.00
3	1	Hour	Rock, Wood, Earthen, or Metal Structure Installation	(AA) \$1,088.00 (AB) \$284.00 (AC) \$42.00 (AD) \$70.00 (AE) \$350.00 (AF) \$225.00 (AG) \$450.00 (AI) \$80.00 (AJ) \$200.00 (AK) \$80.00 (AL) \$150.00 (AM) \$500.00 (AO) \$350.00 (AP) \$430.00 (AQ) \$315.00 (AR) \$250.00 (AS) \$225.00
4	1	Hour	Structure Removal	(AA) \$770.00 (AB) \$500.00 (AC) \$54.00 (AD) \$38.00 (AE) \$475.00 (AF) \$165.00 (AG) \$450.00 (AI) \$75.00 (AJ) \$300.00 (AK) \$90.00 (AL) \$120.00 (AM) \$500.00 (AO) \$350.00 (AP) \$225.00 (AR) \$250.00 (AS) \$240.00
5	1	Hour	Mechanical Cutting of Vegetation	(AB) \$500.00 (AC) \$320.00 (AD) \$80.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
5	1	Hour	Mechanical Cutting of Vegetation	(AE) \$425.00 (AF) \$180.00 (AG) \$510.00 (AH) \$415.00 (AI) \$95.00 (AJ) \$300.00 (AK) \$250.00 (AL) \$150.00 (AM) \$500.00 (AN) \$465.00 (AO) \$325.00 (AP) \$225.00 (AR) \$250.00 (AS) \$500.00
6	1	Hour	Manual Cutting Vegetation	(AA) \$540.00 (AB) \$110.00 (AC) \$48.00 (AD) \$28.00 (AE) \$150.00 (AF) \$135.00 (AG) \$150.00 (AH) \$425.00 (AI) \$90.00 (AJ) \$150.00 (AK) \$50.00 (AL) \$60.00 (AM) \$150.00 (AN) \$72.50 (AO) \$205.00 (AP) \$65.00 (AS) \$225.00
7	1	Hour	Road Maintenance and Closures	(AA) \$575.00 (AB) \$200.00 (AC) \$120.00 (AD) \$110.00 (AE) \$500.00 (AF) \$250.00 (AG) \$510.00 (AH) \$1,115.00 (AI) \$85.00 (AJ) \$300.00 (AK) \$80.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
7	1	Hour	Road Maintenance and Closures	(AL) \$150.00 (AM) \$500.00 (AO) \$245.00 (AP) \$365.00 (AR) \$250.00 (AS) \$375.00
8	1	Hour	Fence Removal, Modification, and Repair	(AA) \$480.00 (AB) \$150.00 (AC) \$38.00 (AD) \$40.00 (AE) \$450.00 (AF) \$125.00 (AG) \$150.00 (AI) \$75.00 (AJ) \$200.00 (AK) \$50.00 (AL) \$70.00 (AM) \$300.00 (AO) \$185.00 (AP) \$200.00 (AS) \$225.00
9	1	Hour	Wire Fence Installation	(AB) \$200.00 (AC) \$42.00 (AD) \$30.00 (AE) \$250.00 (AF) \$150.00 (AG) \$150.00 (AI) \$75.00 (AJ) \$200.00 (AK) \$50.00 (AL) \$90.00 (AM) \$300.00 (AO) \$185.00 (AP) \$100.00 (AS) \$300.00
10	1	Hour	Pipe Fence Installation	(AB) \$300.00 (AC) \$42.00 (AD) \$65.00 (AE) \$550.00 (AF) \$250.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
10	1	Hour	Pipe Fence Installation	(AG) \$150.00 (AI) \$125.00 (AJ) \$200.00 (AK) \$60.00 (AL) \$120.00 (AM) \$400.00 (AO) \$165.00 (AP) \$230.00 (AS) \$425.00
11	1	Hour	Field Supervision of Water Infrastructure Maintenance Activities	(AA) \$280.00 (AB) \$50.00 (AC) \$48.00 (AD) \$35.00 (AE) \$125.00 (AF) \$85.00 (AG) \$100.00 (AI) \$70.00 (AJ) \$150.00 (AK) \$100.00 (AL) \$70.00 (AM) \$150.00 (AO) \$175.00 (AP) \$150.00 (AR) \$120.00 (AS) \$60.00
12	1	Hour	Project Management	(AA) \$400.00 (AB) \$50.00 (AC) \$85.00 (AD) \$56.00 (AE) \$150.00 (AF) \$85.00 (AG) \$175.00 (AI) \$65.00 (AJ) \$150.00 (AK) \$100.00 (AL) \$70.00 (AM) \$250.00 (AO) \$175.00 (AP) \$65.00 (AQ) \$95.00 (AR) \$120.00 (AS) \$75.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
13	1	Mile	Mobilization Costs by Vehicle One-way cost per mile from Contractor's base of operation to the project site.	(AA) \$3.50 (AB) \$1.25 (AC) \$3.30 (AD) \$0.75 (AE) \$2.00 (AF) \$4.00 (AG) \$3.00 (AH) \$3.00 (AI) \$3.00 (AJ) \$1.50 (AK) \$2.00 (AL) \$0.58 (AM) \$5.50 (AN) \$1.25 (AO) \$5.50 (AP) \$0.56 (AQ) \$0.50 (AR) \$2,500 max. (AS) \$3.50
14	1	Mile	Mobilization Costs of Heavy Equipment. One-way cost per mile from Contractor's base of operation to the project site for equipment and trailer weighing over 25,000 lbs.	(AA) \$5.50 (AB) \$6.00 (AC) \$9.00 (AD) \$1.50 (AE) \$9.00 (AF) \$6.00 (AG) \$10.00 (AH) \$9.00 (AI) \$6.00 (AJ) \$5.00 (AK) \$6.00 (AM) \$8.00 (AN) \$2.25 (AO) \$9.00 (AP) \$5.00 (AQ) \$4.75 (AR) \$1,000 min to \$2,500.00 max in state. (AS) \$4.50

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
15	1	Day	Mobilization Costs by Horses and/or Mules	(AC) \$650.00 (AD) \$500.00 (AE) \$1,500.00 (AF) \$1,200.00 (AG) \$250.00 (AI) \$250.00 (AJ) \$100.00 (AK) \$2.00 (AL) \$400.00 (AM) \$85.00 (AO) \$750.00 (AP) \$1,800.00 (AS) \$500.00
16	1	%	Percent discount below retail provided to the Agency on the cost of all materials purchased for a Project.	(AA) 25% (AB) 2% (AC) 0% (AD) 0% (AE) 5% (AF) 0% (AG) 0% (AH) 0% (AI) 2.5% (AJ) 0% (AK) 5% (AM) 5% (AN) 0% (AO) 10% (AR) 15% (AS) 10%

**\*\*\* 16 Items Awarded Total \*\*\***