

Corley Baca



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

AWARDED VENDOR:
0000049207
BACA'S TREES INC
7933 EDITH BLVD NE
ALBUQUERQUE NM 87113-0000

Telephone No.: 505-899-6666

**PRICE AGREEMENT
AMENDMENT**

PRICE AGREEMENT NUMBER: 60-805-03-18570

PRICE AGREEMENT AMENDMENT NO.: 1

TERM: DECEMBER 21, 2005 - DECEMBER 20, 2006

SHIP TO:
NMDOT
DISTRICT 3
VARIOUS LOCATIONS/RIGHT-OF-WAYS
AS REQUIRED NM 87109-0000

INVOICE:
NMDOT
DISTRICT 3 PURCHASING
PO BOX 91750
ALBUQUERQUE NM 87199-1750

Procurement Specialist: JENNETTE GARCIA *JG*

Telephone No.: (505) 476-3038

COMMODITY: TREE CUTTING, PRUNING AND REMOVAL

THIS PRICE AGREEMENT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE PRICE AGREEMENT AND BECOME A PART THERE OF.

IN ACCORDANCE WITH CONTRACT PROVISIONS, AND BY MUTUAL AGREEMENT OF ALL PARTIES, THIS PRICE AGREEMENT IS EXTENDED FROM DECEMBER 20, 2006 TO DECEMBER 20, 2007 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

Jennette Garcia

NEW MEXICO STATE PURCHASING AGENT

DATE: 12/20/06

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505 / PO BOX 26110, SANTA FE, NM 87502-0110 (505) 827-0472

JG

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT

CONTRACT VENDOR(S)

* PRICE AGREEMENT *

TREE CUTTING, PRUNING AND REMOVAL

(1)-5024731 505-899-6666

BACA'S TREES INC
7933 EDITH BLVD NE

ALBUQUERQUE NM 87113-0000

TAX-ID NUMBER: 850356376

P.A. NUMBER: 60-805-03-18570
COMMODITY 27776
CODE(S):

BUYER: ELIZABETH OLONA *280*
(505) 476-3056

SEALED BID OPENING * FORMAL
STATE PURCHASING AGENT'S OFFICE
DATE: 12/14/05

PAYMENT TERMS: NET 30
FOB: DESTINATION
DELIVERY: 14 DAYS

SHIP TO:
NMDOT
DISTRICT 3
VARIOUS LOCATIONS/RIGHT-OF-WAYS
AS REQUIRED NM 87109-0000

THIS PRICE AGREEMENT IS MADE SUBJECT
TO THE TERMS AND CONDITIONS SHOWN
ON THE REVERSE SIDE OF THIS PAGE
AND PAGE 2.

INVOICE/BILL TO:
NMDOT
DISTRICT 3 PURCHASING
P.O. BOX 91750
ALBUQUERQUE NM 87199-1750

THE TERM OF THIS PRICE AGREEMENT SHALL BE DEC 21, 2005 THRU DEC 20, 2006.

CONTACT PERSON FOR DELIVERY INSTRUCTIONS OF ITEM(S) ON THIS
PRICE AGREEMENT: MICHAEL GENTRY 505-841-2777

ACCEPTED FOR THE STATE OF NEW MEXICO

Elizabeth S. Olona
NEW MEXICO STATE PURCHASING AGENT

DATE: 12/20/05

PURCHASING DIVISION
JOSEPH MONTOYA BLDG, RM. 2016
1100 ST. FRANCIS DR. 87505
P.O. BOX 26110
SANTA FE, NEW MEXICO 87502-0110

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STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

DEPARTMENT
PRICE AGREEMENT

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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 item 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 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), numbers(s), and price(s); however they may not describe the item(s) fully.

ARTICLE IV - SHIPPING AND BILLING INSTRUCTIONS

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

ARTICLE V - TERMINATION

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of Termination of the Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS**.

ARTICLE VI - AMENDMENT

This Price Agreement may be amended by mutual agreement of the NM State Purchasing Agent 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 NM state Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

ARTICLE VII - ISSUANCE OF ORDERS

Only written signed orders are valid under this Price Agreement. Form SPD-001A is the approved form for state agencies issuing Contract Orders under this Price Agreement. Other authorized government entities may utilize form SPD-001A or forms adapted by them for their own use.

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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PURCHASING DIVISION

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TO ESTABLISH A PRICE AGREEMENT FOR TREE MAINTENANCE M001
THROUGHOUT THE NMDOT DISTRICT 3 AREA. THIS AGREEMENT
SHALL INCLUDE TREE DOCTORING, TRIMMING, REMOVAL OF
DEAD LIMBS, COMPONENTS AND, IF NECESSARY, THE TOTAL
REMOVAL OF TREE(S), STUMP (S), ETC.

WORK SHALL INCLUDE THE PREPARATION OF A WORK PLAN TO
IDENTIFY PROBLEMS AND THE NECESSARY CORRECTIVE ACTION.
ALL WORK SHALL BE SUBJECT TO PUBLIC REVIEW.

THE TERM OF THIS AGREEMENT SHALL BE FOR ONE (1) YEAR FROM
DATE OF AWARD WITH THE OPTION TO EXTEND FOR A PERIOD (S) OF
THREE (3) ADDITIONAL YEARS, ON A YEAR-BY-YEAR BASIS, BY
MUTUAL AGREEMENT OF ALL PARTIES AND APPROVAL OF THE NEW
MEXICO STATE PURCHASING DIRECTOR AT THE SAME PRICE, TERMS
AND CONDITIONS. THIS AGREEMENT SHALL NOT EXCEED FOUR (4)
YEARS.

NO PERSON SHALL ACT AS A CONTRACTOR WITHOUT A LICENSE ISSUED
BY THE (CONSTRUCTION INDUSTRIES) DIVISION CLASSIFIED TO
COVER THE TYPE OF WORK TO BE UNDERTAKEN. NO BID ON A
CONTRACT SHALL BE SUBMITTED UNLESS THE CONTRACTOR HAS A
VALID LICENSE ISSUED BY THE (CONSTRUCTION INDUSTRIES)
DIVISION TO BID AND PERFORM THE TYPE OF WORK TO BE
UNDERTAKEN, § 60-13-12, NMSA 1978.

CONTRACTORS LICENSE NO. 027681.

WORKING HOURS WILL BE 7:30 AM TO 4:30 PM MONDAY THROUGH M002
FRIDAY UNLESS PRIOR WRITTEN AUTHORIZATION HAS BEEN PROVIDED
BY THE DISTRICT ENGINEER OR DESIGNEE.

NO MAINTENANCE WILL BE STARTED WITHOUT THE CONTRACTOR PRO-
VIDING EITHER WRITTEN OR ORAL NOTICE, A MINIMUM OF TWO (2)
DAYS IN ADVANCE TO EITHER THE DISTRICT ENGINEER OR DESIGNEE.

CONTRACTOR WILL RESPOND WITHIN FOUR (4) HOURS FOR EMERGENCY
SERVICE AND WITHIN ONE (1) WEEK FOR NORMAL SERVICE UNLESS
OTHERWISE INDICATED BY THE DISTRICT ENGINEER OR DESIGNEE.
PAYMENT IS TO START ON ARRIVAL AT WORKSITE. NO TRAVEL TIME
WILL BE ALLOWED FOR PERSONNEL WITHIN A THIRTY-FIVE (35) MILE
RADIUS OF THE I-25/I-40 INTERSECTION, ALBUQUERQUE, NM.

THE CONTRACTOR IS ADVISED THAT THEY MUST MEET WITH THE
DISTRICT ENGINEER OR DESIGNEE AT THE WORK SITE TO OBTAIN
A CLEAR UNDERSTANDING OF THE WORK TO BE DONE. THE COST OF

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THE SITE REVIEW SHALL BE INCIDENTAL TO THE PROVISION OF SERVICES AND NO SEPARATE PAYMENT SHALL BE MADE.

THE CONTRACTOR SHALL SUBMIT A WORK PLAN AND ESTIMATED COST FOR APPROVAL BY THE DISTRICT ENGINEER OR DESIGNEE PRIOR TO STARTING ANY NON-EMERGENCY WORK. THE COST OF EVALUATING THE WORK ORDER SHALL BE INCIDENTAL TO THE PROVISION OF SERVICES AND NO SEPARATE PAYMENT SHALL BE MADE. THE CONTRACTOR IS ADVISED THAT INVOICED AMOUNTS THAT EXCEED APPROVED COST ESTIMATES WILL NOT BE PAID, UNLESS APPROVED, IN WRITING, BY THE DISTRICT ENGINEER OR DESIGNEE.

CONTRACTOR SHALL BE A CERTIFIED ARBORIST, TRAINED IN THE CORRECT PRUNING ASPECTS AND TECHNIQUES OF TREE TRIMMING. PRUNING OF TREES SHALL ONLY BE PERFORMED BY QUALIFIED TREE WORKERS WHO ARE FAMILIAR WITH THE TECHNIQUES AND HAZARDS OF ARBORICULTURAL WORK INCLUDING TRIMMING, MAINTANANCE, REPAIRING OR REMOVING TREES AND THE EQUIPMENT WHICH IS USED IN SUCH OPERATIONS. FINE PRUNING SHALL CONSIST OF THE REMOVAL OF DEAD, DYING, DISEASED, DECAYED, INTERFERING, OBJECTIONABLE, OBSTRUCTING, AND WEAK BRANCHES, AS WELL AS SELECTIVE THINNING TO LESSEN WIND RESISTANCE. THE REMOVAL OF SUCH DESCRIBED BRANCHES IS TO INCLUDE THOSE ON THE MAIN TRUNKS, AS WELL AS THOSE INSIDE THE LEAF AREA. AN OCCASIONAL UNDESIRABLE BRANCH UP TO ONE HALF (1/2") IN DIAMETER, MAY REMAIN WITHIN THE MAIN LEAF AREA TO ITS FULL LENGTH WHEN IT IS NOT PRACTICAL TO REMOVE IT.

M003

ALL CUTS SHALL BE MADE AS CLOSE AS POSSIBLE TO THE TRUNK OR PARENT LIMB, WITHOUT CUTTING INTO THE BRANCH COLLAR OR LEAVING A PROTRUDING STUB. BARK AT THE EDGE OF ALL PRUNING CUTS SHOULD REMAIN FIRMLY ATTACHED. ALL BRANCHES TOO LARGE TO SUPPORT WITH ONE HAND SHALL BE PRE-CUT TO AVOID SPLITTING OR TEARING OF THE BARK. WHERE NECESSARY, ROPES OR OTHER EQUIPMENT SHOULD BE USED TO LOWER LARGE BRANCHES OR STUBS TO THE GROUND. NO WOUND TREATMENT WILL BE USED. ANY EQUIPMENT THAT WILL DAMAGE THE BARK AND CAMBIUM LAYER SHALL NOT BE USED ON THE TREE. CLIMBING SPURS, HOOKS, OR IRONS ARE TYPICALLY HARMFUL TO LIVE TREES. SHARP TOOLS SHALL BE USED SO THAT CLEAN CUTS WILL BE MADE AT ALL TIMES. ALL TOOLS USED TO MAKE PRUNING CUTS SHALL BE DISINFECTED WITH A CLOROX-TYPE SOLUTION OF 5% BEFORE PRUNING BEGINS ON ANOTHER TREE. TREES WHICH ARE SUSCEPTIBLE TO SERIOUS INFECTIOUS DISEASES SHOULD NOT BE PRUNED AT THE TIME OF YEAR DURING WHICH THE PATHOGENS CAUSING THE DISEASES OR THE INSECT VECTORS ARE MOST ACTIVE. PRUNING WILL ALSO BE AVOIDED IF THE WOUND WILL ATTRACT HARMFUL INSECTS. THE WEAKER OR

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LESS DESIRABLE OF CROSSED OR RUBBING BRANCHES SHALL BE REMOVED, BUT SUCH REMOVAL SHOULD NOT LEAVE LARGE OPEN SPACES IN THE GENERAL OUTLINE OF THE TREE. WHERE PRACTICAL, ALL VISIBLE GIRDLING ROOTS WILL BE CUT AT EITHER END, SEVERED IN THE CENTER WITH A CHISEL TO ALLOW THE GROWING TREE TO PUSH THE ROOT AWAY, OR THE SECTION OF THE ROOT SHALL BE REMOVED. THE PRESENCE OF ANY DISEASE CONDITION, FUNGUS FRUIT BODIES, DECAYED TRUNK OR BRANCHES, SPLIT CROTCHES, CRACKS, OR OTHER STRUCTURAL WEAKNESS SHALL BE REPORTED TO THE PROJECT COORDINATOR.

IN ORDER TO CONTROL POSSIBLE ENVIROMENTAL POLLUTION ARISING FROM THE ACTIVITIES ASSOCIATED WITH THIS CONTRACT, THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS OR LAWS CONCERNING THE ENVIROMENT AND POLLUTION CONTROL. THIS INCLUDES CONSIDERATION OF AIR, WATER AND LAND ISSUES AS WELL AS NOISE, SOLID WASTE MANAGMENT AND POLLUTANTS. M004

IF OVERHEAD UTILITY LINES EXIST VENDOR MUST CONTACT THE APPROPRIATE UTILITY COMPANY AND GET APPROVAL PRIOR TO BEGINNING OPERATIONS. THIS ALSO INCLUDES ANY SPOT CHECKS FOR UNDERGROUND UTILITIES. M005

CONTRACTOR AGREES TO: M006

- A. FURNISH ALL EQUIPMENT, MATERIAL, LABOR AND TOOLS, REQUIRED TO PERFORM THE WORK SPECIFIED.
- B. PROVIDE COMPETENT SUPERVISION AND SKILLED PERSONNEL TO CARRY ON ALL WORK IN PROGRESS.
- C. COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS GOVERNING SAFETY, HEALTH AND SANITATION. THE CONTRACTOR SHALL PROVIDE ALL SAFEGUARDS, SAFETY DEVICES AND PROTECTIVE EQUIPMENT, AND TAKE ANY OTHER NEEDED ACTIONS NECESSARY TO PROTECT THE LIFE AND HEALTH OF EMPLOYEES ON THE JOB AND THE SAFETY OF THE PUBLIC, AND TO PROTECT THE PROPERTY OF THE STATE OF NEW MEXICO IN CONNECTION WITH THE PERFORMANCE OF THE WORK COVERED BY THIS CONTRACT.
- D. PROVIDE THE WORKMEN ADEQUATE INSURANCE, INCLUDING BUT NOT LIMITED TO WORKMAN'S COMPENSATION.
- E. MAKE NECESSARY ARRANGEMENTS FOR STORAGE OF HIS TOOLS AND/OR EQUIPMENT. THE NMDOT WILL NOT BE RESPONSIBLE FOR ANY LOST OR STOLEN PROPERTY.

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F. BE RESPONSIBLE FOR ALL CLEANUP WORK ON THE PROJECT SITE AND AT THE EQUIPMENT STORAGE AREA(S) PRIOR TO FINAL INSPECTION AND ACCEPTANCE.

G. COMPLY WITH ALL APPLICABLE CODES FOR THIS TYPE OF WORK.

H. BE HELD LIABLE FOR ANY DAMAGES WHICH OCCUR BECAUSE OF HIS NEGLIGENCE OR THAT OF HIS EMPLOYEES.

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE, IT'S OFFICERS AND EMPLOYEES, AGAINST LIABILITY, CLAIMS, DAMAGES, LOSSES OR EXPENSES ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY, OR RESULTING FROM, CONTRACTOR'S AND/OR ITS EMPLOYEES, OWN NEGLIGENT ACT/S OR COMMISSION/S WHILE CONTRACTOR, AND/OR ITS EMPLOYEES, PERFORM/S OR FAILS TO PERFORM IT'S OBLIGATIONS AND DUTIES UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS SAVE HARMLESS AND INDEMNIFICATION CLAUSE IS SUBJECT TO THE IMMUNITIES, PROVISIONS, AND LIMITATIONS OF THE TORT CLAIMS ACT (41-4-1, ET SEQ., N.M.S.A. 1978 COMP) AND SECTIONS 56-7-1 N.M.S.A. 1978 COMP. AND ANY AMENDMENTS THERETO. IT IS SPECIFICALLY AGREED BETWEEN THE PARTIES EXECUTING THIS AGREEMENT THAT IT IS NOT INTENDED BY ANY OF THE PROVISIONS OF ANY PART OF THE AGREEMENT TO CREATE THE PUBLIC OR ANY MEMBER THEREOF A THIRD PARTY BENEFICIARY OR TO AUTHORIZE ANYONE NOT A PARTY TO THE AGREEMENT TO A SUIT(S) FOR WRONGFUL DEATH(S), DAMAGE(S) TO PROPERTY(IES) AND/OR OTHER CLAIM/S WHATSOEVER PURSUANT TO THE PROVISIONS OF THIS AGREEMENT.

THE CONTRACTOR SHALL PROCURE AND MAINTAIN AT THE CONTRACTORS EXPENSE INSURANCE OF THE KINDS AND IN THE AMOUNTS HEREIN PROVIDED. THIS INSURANCE SHALL BE PROVIDED BY INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN NEW MEXICO AND SHALL COVER ALL OPERATIONS UNDER THE CONTRACT, WHETHER PERFORMED BY THE CONTRACTOR, THE CONTRACTOR'S AGENTS OR EMPLOYEES OR BY SUBCONTRACTORS. ALL INSURANCE PROVIDED SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE PERIOD OF THE WORK, UP TO AND INCLUDING FINAL ACCEPTANCE, AND THE REMOVAL OF ALL EQUIPMENT AND EMPLOYEES, AGENTS AND SUBCONTRACTORS THEREFROM (A) PUBLIC LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.
1. FEDERAL LIABILITY: BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE APPLICABLE IN FULL TO THE SUBJECT PROJECT SHALL BE PROVIDED IN THE FOLLOWING MINIMUM AMOUNTS:
BODILY INJURY LIABILITY:
\$1,000,000 EACH PERSON; \$2,000,000 EACH OCCURRENCE
(AGGREGATE)

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PROPERTY DAMAGE LIABILITY:

\$2,000,000 EACH OCCURRENCE (AGGREGATE)

A. THE POLICY TO PROVIDE THIS INSURANCE IS TO BE WRITTEN ON A COMPREHENSIVE GENERAL LIABILITY FORM OR COMMERCIAL GENERAL LIABILITY FORM WHICH MUST INCLUDE THE FOLLOWING:

1. COVERAGE FOR LIABILITY ARISING OUT OF THE OPERATION OF INDEPENDENT CONTRACTORS.
2. COMPLETED OPERATION COVERAGE.
3. ATTACHMENT OF THE BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT.

B IN THE EVENT THAT A FORM OF WORK NEXT TO AN EXISTING BUILDING OR STRUCTURE IS A REQUIRED PART OF THE CONTRACT, THE CONTRACTOR'S INSURANCE MUST INCLUDE COVERAGE FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING OUT OF:

1. THE COLLAPSE OF OR STRUCTURAL INJURY TO BUILDINGS OR STRUCTURE DUE TO EXCAVATION, INCLUDING BURROWING, FILLING OR BACKFILLING IN CONNECTION THEREWITH, OR TO TUNNELING. CONFERDAM WORK OR CAISSON WORK OR THE MOVING, SHORING, UNDER PINNING, RAZING OR DEMOLITION OF BUILDINGS OR STRUCTURES OR REMOVAL OR REBUILDING OF STRUCTURAL SUPPORTS THEREOF.

D. COVERAGE MUST BE INCLUDED FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING OUT OF INJURY TO OR DESTRUCTION OF WIRES CONDUITS, PIPES, MAINS, SEWERS, OR OTHER SIMILAR PROPERTY OR ANY APPARATUS IN CONNECTION THEREWITH BELOW THE SURFACE OF THE GROUND, IF SUCH INJURY OR DESTRUCTION IS CAUSED BY OR OCCURS DURING THE USE OF MECHANICAL EQUIPMENT FOR THE PURPOSE OF EXCAVATING, DIGGING OR DRILLING, OR TO INJURY TO OR DESTRUCTION OF PROPERTY AT ANY TIME RESULTING THEREFROM.

1. AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR THE CONTRACTOR (WHETHER INCLUDED IN THE POLICY PROVIDING GENERAL LIABILITY INSURANCE OR IN A SEPERATE POLICY) MUST PROVIDE LIABILITY FOR THE OWNERSHIP, OPERATION AND MAINTENANCE OF OWNED, NON-OWNED AND HIRED CARS. THE LIMITS OF LIABILITY INSURANCE SHALL BE PROVIDED IN THE FOLLOWING AMOUNTS.

BODILY INJURY LIABILITY:

\$1,000,000 EACH PERSON; \$2,000,000 EACH OCCURRENCE (AGGREGATE)

PROPERTY DAMAGE LIABILITY:

\$2,000,000 EACH OCCURRENCE (AGGREGATE)

(B) WORKER'S COMPENSATION INSURANCE.

THE CONTRACTOR'S SHALL ALSO CARRY WORKER'S COMPENSATION INSURANCE OR OTHERWISE FULLY COMPLY WITH THE PROVISION OF THE NEW MEXICO WORKMEN'S COMPENSATION ACT AND OCCUPATIONAL DISEASE DISABLEMENT LAW.

IF THE CONTRACTOR IS AN "OWNER-OPERATOR" OF SUCH EQUIPMENT, IT IS AGREED THAT THE STATE OF NEW MEXICO ASSUMES NO

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RESPONSIBILITY, FINANCIAL OR OTHERWISE, FOR ANY INJURIES SUSTAINED BY THE "OWNER-OPERATOR" DURING THE PERFORMANCE OF SAID CONTRACT.

(C) CERTIFICATE OF INSURANCE/DEPARTMENT AS ADDITIONAL INSURED. THE CONTRACTOR BEING AWARDED THE CONTRACT/PRICE AGREEMENT SHALL FURNISH EVIDENCE OF CONTRACTOR'S INSURANCE COVERAGE BY A CERTIFICATE OF INSURANCE. THE CERTIFICATE OF INSURANCE SHALL BE SUBMITTED PRIOR TO AWARD OF THE CONTRACT/PRICE AGREEMENT.

THE CONTRACTOR SHALL HAVE THE N.M. DEPARTMENT OF TRANSPORTATION NAMED AS AN ADDITIONAL INSURED ON THE COMPREHENSIVE GENERAL LIABILITY FORM FURNISHED BY THE CONTRACTOR PURSUANT TO PARAGRAPH (A) 1. AND (A) 2., OF THIS SUBSECTION. THE CERTIFICATE OF INSURANCE SHALL STATE THAT THE COVERAGE PROVIDED UNDER THE POLICY IS PRIMARY OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE.

THE CERTIFICATE OF INSURANCE SHALL ALSO INDICATE COMPLIANCE WITH THESE SPECIFICATIONS AND SHALL CERTIFY THAT THE COVERAGE SHALL NOT BE CHANGED, CANCELLED OR ALLOWED TO LAPSE WITHOUT GIVING THE DEPARTMENT THIRTY (30) DAYS WRITTEN NOTICE. ALSO, A CERTIFICATE OF INSURANCE SHALL BE FURNISHED TO THE DEPARTMENT ON RENEWAL OF A POLICY OR POLICIES AS NECESSARY DURING THE TERMS OF THE CONTRACT. THE DEPARTMENT SHALL NOT ISSUE A NOTICE TO PROCEED UNTIL SUCH TIME AS THE ABOVE REQUIREMENTS HAVE BEEN MET.

(D) UMBRELLA COVERAGE. THE INSURANCE LIMITS CITED IN THE ABOVE PARAGRAPHS ARE MINIMUM LIMITS. THIS SPECIFICATION IS IN NO WAY INTENDED TO DEFINE WHAT CONSTITUTES ADEQUATE INSURANCE COVERAGE FOR INDIVIDUAL CONTRACTOR. THE DEPARTMENT WILL RECOGNIZE FOLLOWING FROM EXCESS COVERAGE (UMBRELLA) AS MEETING THE REQUIREMENTS OF SUBSECTION (A) 1.A OF SECTION, SHOULD SUCH INSURANCE OTHERWISE MEET ALL REQUIREMENTS OF SUCH SUBSECTIONS.

(E) OPTIMAL, INSURANCE. THE CONTRACTOR SHALL PROCURE AND MAINTAIN, WHEN REQUIRED BY THE DEPARTMENT, FORM AND TYPES OF BAILEE INSURANCE SUCH AS, BUT NOT LIMITED TO BUILDER'S RISK INSURANCE, CONTRACTOR'S EQUIPMENT INSURANCE, RIGGER'S LIABILITY PROPERTY INSURANCE, ETC. IN AN AMOUNT NECESSARY TO PROTECT THE DEPARTMENT AGAINST CLAIMS, LOSSES AND EXPENSES ARISING FROM THE DAMAGE, DISAPPEARANCE OR DISTRUCTION OF PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE CONTRACTOR, INCLUDING PROPERTY OF OTHERS BEING INSTALLED, ERECTED OR WORKED UPON BY THE CONTRACTOR, HIS AGENTS OR SUBCONTRACTORS.

ADDITION TO THE ABOVE REQUIREMENTS:

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RAILROAD INSURANCE. IN THE EVENT THAT RAILROAD PROPERTY IS
AFFECTED BY THE SUBJECT CONTRACT, THE CONTRACTOR
IN ADDITION TO THE ABOVE REQUIRMENTS, SHALL BE REQUIRED
TO FURNISH A RAILROAD PROTECTIVE LIABILITY POLICY IN THE
NAME OF THE RAILROAD COMPANY INVOLVED. IN ADDITION, ON
THOSE RAIL THAT ARE USED BY THE NATIONAL RAILROAD PASSENGER
CORPORATION (NRPC), THE CONTRACTOR WILL ALSO OBTAIN A
RAILROAD PROTECTIVE LIABILITY POLICY IN THE NAME OF
NRPC. THE LIMITS OF LIABILITY FOR THE RAILROAD PROTECTIVE
LIABILITY POLICY (OR POLICIES) MUST BE NEGOTIATED WITH THE
RAILROAD COMPANY ON A HAZARD & RISK BASIS. IN NO EVENT WILL
THE LIMITS EXCEED THE FOLLOWING:
BODILY INJURY LIABILITY, PROPERTY DAMAGE LIABILITY:
2,000,000 EACH OCCURENCE

LIABILITY & PHYSICAL DAMAGE TO PROPERTY:
6,000,000 AGGRGATE

THE LIMITS OF LIABILITY STATED ABOVE APPLY TO THE COVERAGES
AS SET FORTH IN RAILROAD PROTECTIVE LIABILITY ENDORSMENT
FORM, SUBJECT TO THE TERMS, CONDITIONS, & EXCLUSIONS FOUND
IN THE FORM.

THE POLICY MUST AFFORD COVERAGE AS PROVIDED IN THE STANDARD
RAILROAD PROTECTIVE LIABILITY ENDORSMENT (AASHTO FORM).

THE CONDITIONS LISTED IN THE ABOVE PARAGRAPHS ARE AN
INTEGRAL PART OF THIS BID AND SHALL BE THE CONDITIONS
REGULATING THE PERFORMANCE OF ANY CONTRACT BETWEEN THE
BIDDER AND THE STATE OF NEW MEXICO AND ANY COMMISSION
DIVISION OR DEPARTMENT THEREOF.

THE USING AGENCY WILL PROVIDE AN ENGINEER OR DESIGNEE TO
INSPECT OPERATIONS. THE ENGINEER OR DESIGNEE WILL BE
RESPONSIBLE FOR ENFORCEMENT AND INTERPRETATION OF THE
SPECIFICATIONS CONTAINED HEREIN AND HIS DECISION WILL BE
CONSIDERED FINAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
THE PROJECT BEING COMPLETED IN ACCORDANCE WITH THE
SPECIFICATIONS AND SHALL GUARANTEE WORKMANSHIP & QUALITY.

THIS IS A PUBLIC WORKS CONTRACT SUBJECT TO THE PROVISIONS
OF THE PUBLIC WORKS MINIMUM WAGE ACT, SECTION 13-4-11 TO
13-4-17, ET SEQ., NMSA 1978, AS AMENDED. MINIMUM WAGE
RATES AS DETERMINED AND PUBLISHED BY THE STATE LABOR
COMMISSION, SANTA FE, NEW MEXICO, SHALL BE IN EFFECT
AND UTILIZED BY THE CONTRACTOR DURING THE LIFE OF THIS
CONTRACT. WAGE DECISION NO. BE 05-1433 A DATED 10-28-05
IS PART OF THIS AGREEMENT.

IF CONTRACTOR OR SUBCONTRACTOR IS WILLFULLY PAYING HIS

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LABORERS, MECHANICS, AND OPERATORS LESS THAN THE RATES
REQUIRED BY THE CONTRACT FOR THE WORK THE LABORERS,
MECHANICS, AND OPERATORS ARE PERFORMING, THE CONTRACTOR
OR SUBCONTRACTOR MAY LOSE HIS RIGHT TO PROCEED WITH THE
WORK.

BASIS OF PAYMENT:

M007

THE WORK PERFORMED AND THE MATERIALS FURNISHED AS PRESCRIBED
SHALL BE PAID FOR AT THE CONTRACT PRICE BID FOR COMPLETE
INSTALLATION, WHICH PRICE AND PAYMENT SHALL BE FULL COMPESA-
TION FOR FURNISHING, ERECTING AND FOR ALL LABOR, EQUIPMENT,
TOOLS, MATERIALS AND INCIDENTALS NECESSARY TO COMPLETE THE
WORK.

GENERAL SPECIFICATIONS:

THESE SPECIFICATIONS, THE PLANS AND ANY OTHER PROVISIONS
INCLUDED IN OR ATTACHED TO THE CONTRACT OR PURCHASE ORDER
ARE ESSENTIAL PARTS OF SUCH CONTRACT OR PURCHASE ORDER,
AND A REQUIREMENT IN ONE IS AS BINDING AS THROUGH OCCURRING
IN ALL.

THE TERMS, CONDITIONS, DEFINITIONS AND REQUIREMENTS NOT
SPECIFICALLY MENTIONED ABOVE SHALL CONFORM TO THE
REQUIREMENTS, WHERE APPLICABLE, TO THE NEW MEXICO
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 1994. SAID
STANDARD SPECIFICATIONS MAY BE WAIVED WHEN SUCH WAIVER IS
MADE IN WRITING BY THE ENGINEER.

CONTRACTOR USE OF PREMISES:

M008

THE CONTRACTOR SHALL LIMIT HIS USE OF THE PREMISES TO THE
WORK INDICATED. CONFINE OPERATIONS AT THE SITE TO THE AREAS
PERMITTED. PORTIONS OF THE SITE BEYOND AREAS ON WHICH WORK
IS INDICATED ARE NOT TO BE DISTURBED. KEEP EXISTING
DRIVEWAYS AND ENTRANCES SERVING THE PREMISES CLEAN AND
AVAILABLE AT ALL TIMES. DO NOT USE FOR PARKING OR STORAGE
OF MATERIALS.

DO NOT ENCUMBER THE SITE WITH MATERIALS OR EQUIPMENT.
CONFINE STORAGE OF MATERIALS AND LOCATION OF STORAGE AREAS
TO AREAS APPROVED. LOCK AUTOMOTIVE TYPE VEHICLES AND OTHER
MECHANIZED OR MOTORIZED CONSTRUCTION EQUIPMENT, WHEN PARKED
AND UNATTENDED. THE CONTRACTOR SHALL COORDINATE ALL
CONSTRUCTION ACTIVITIES WITH THE DISTRICT ENGINEER OR
DESIGNEE. RECEIVE, STORE AND HANDLE PRODUCTS, MATERIALS
AND EQUIPMENT IN A MANNER THAT WILL PREVENT LOSS,
DETERIORATION AND DAMAGE OR EXPOSURE TO WEATHER. SCHEDULE
DELIVERIES SO AS TO MINIMIZE LONG-TERM STORAGE AT THE

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PROJECT SITE. CONTRACTOR WILL BE RESPONSIBLE FOR LOADING/
UNLOADING ALL MATERIALS REQUIRED TO PERFORM THE PROJECT.
CONTRACTOR TO PROVIDE FACILITIES AND OR EQUIPMENT FOR
HOISTING OR LIFTING MATERIALS AND EMPLOYEES. WILL NOT PERMIT
EMPLOYEES TO RIDE HOISTS WHICH COMPLY ONLY WITH REQUIREMENTS
FOR HOISTING MATERIALS. STRICTLY ENFORCE DAILY REQUIREMENTS.

CONTRACTOR SHALL PROVIDE A MULCHING OR CHIPPER MACHINE
FOR DISPOSAL OF LIMBS OR OTHER DEBRIS. CONTRACTOR WILL
COMPLY WITH ANSI B175.1-85, CHAINSAW SAFETY, ANSI Z133.1-88,
TREE CARE OPERATIONS, AND ALL OTHER APPLICABLE SAFETY
REGULATIONS. CONTRACTORS EQUIPMENT MUST BE IN GOOD CONDITION
AND CAPABLE OF TRIMMING, CUTTING, GRINDING AND REMOVAL OF
RELATED DEBRIS IN A NORMAL MANNER CONSISTENT WITH QUALITY
COMMERCIAL TREE CUTTING, TRIMMING AND REMOVAL. MACHINE CHIP
LIMBS, TWIGS AND SMALL BRANCHES, CHIPPED MATERIAL AND SMALL
DEBRIS SHALL BE STOCKPILED AT AN AGREED UPON LOCATION. NO
MATERIAL OR DEBRIS SHALL BE LEFT AT THE WORK SITE OVERNIGHT
UNLESS SPECIFICALLY AGREED TO BY THE DISTRICT ENGINEER OR
HIS DESIGNEE UNDER UNUSUAL CIRCUMSTANCES. SIDEWALKS, GUTTERS
STREETS, PARKING AREAS, DRIVEWAYS, RAMPS, ENTRANCES, ETC.
SHALL BE CLEARED OF DEBRIS BEFORE LEAVING THE IMMEDIATE AREA
THESE AREAS WILL ALSO NOT BE USED FOR PARKING OR STORAGE OF
MATERIALS.

CONTRACTOR SHALL ENSURE THAT TREE TRUNKS, BRANCHES OR LIMBS
WILL NOT DAMAGE BUILDINGS, TRAILERS, AUTOMOBILES OR ANY OTHER
PROPERTY CLOSE TO THE SITE AS THEY ARE REMOVED. CONTRACTOR
SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PRIVATE OR PUBLIC
PROPERTY RESULTING FROM HIS NEGLIGENCE IN THIS REGARD.

CONTRACTOR SHALL ESTABLISH A SYSTEM FOR DAILY COLLECTION
AND DISPOSAL OF WASTE MATERIALS, LIMBS AND/OR OTHER DEBRIS.
CONTRACTOR IS TO DISPOSE OF MATERIAL IN A LAWFUL MANNER AT
AN APPROVED DISPOSAL SITE. DISPOSAL IS INCIDENTAL TO THE
PROVISION OF SERVICES AND NO SEPERATE PAYMENT SHALL BE MADE.
BURYING OR BURNING OF WASTE MATERIAL ON SITE OR WASHING
WASTE MATERIAL DOWN SEWERS WILL NOT BE PERMITTED.

TREE REMOVAL:

TREES THAT ARE TO BE REMOVED ARE OF MIXED SPECIES. REMOVAL
SHALL INCLUDE REMOVAL OF ALL FIBROUS MATERIAL INCLUDING THE
STUMP AND ALL VISIBLE SURFACE ROOTS WITHIN A 10 FOOT RADIUS
OF THE STUMP TO A 12" DEPTH. VOID AREAS LEFT BY REMOVAL OF A
TREE SHALL BE BACKFILLED WITH AN APPROVED TOPSOIL BLEND AND
SODDED. SOD WILL GENERALLY BE PLACED WITHIN 24 HOURS AFTER
STRIPPING AND PROTECTED AGAINST DRYING AND BREAKING OF

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ROLLED STRIPS.

ALL AREAS WHERE REMOVAL OCCURS SHALL BE RE-LANDSCAPED TO CONFORM TO EXISTING TERRAIN. SPECIAL CARE SHALL BE TAKEN SO AS NOT TO CREATE ANY EROSION PROBLEMS. WHEN CONDITIONS DETRIMENTAL TO PLANT GROWTH ARE ENCOUNTERED SUCH AS RUBBLE FILL, ADVERSE DRAINAGE CONDITIONS OR UNFORESEEN OBSTRUCTIONS, CONTRACTOR WILL NOTIFY DISTRICT ENGINEER OR HIS DESIGNEE. IT IS INTENDED THAT THE LAND RESOURCES WITHIN ANY PARTICULAR PROJECT BOUNDARIES BE PRESERVED IN THEIR PRESENT CONDITION OR BE RESTORED AFTER COMPLETION OF THE PROJECT TO A NATURAL APPEARANCE NOT INCONSISTENT WITH THE ORIGINAL LANDSCAPE. ANY TREES OR OTHER LANDSCAPE FEATURE SCARRED OR DAMAGED BY THE CONTRACTORS EQUIPMENT OR OPERATIONS SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT THE CONTRACTORS EXPENSE. CONTRACTORS ACTIVITIES AND OPERATIONS SHALL BE CONFINED TO THE AREAS DEFINED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION.

CONTRACTOR WILL BE RESPONSIBLE FOR REQUESTING LINE SPOTS WHEN BREAKING OF SOIL IS REQUIRED TO ACCOMPLISH ORDERED WORK ASSIGNMENTS.

NOTE:

THE DISTRICT ENGINEER OR DESIGNEE MAY MODIFY THE ABOVE REQUIREMENTS, IF AND AS NEEDED, TO MEET ANY SPECIFIC REQUIREMENTS OR LIMITATIONS AT THE WORK SITE.

THE PRICES QUOTED HEREIN REPRESENT THE TOTAL COMPENSATION TO BE PAID BY THE STATE FOR GOODS AND/OR SERVICES PROVIDED. IT IS UNDERSTOOD THAT THE PARTY PROVIDING SAID GOODS AND/OR SERVICES TO THE STATE IS RESPONSIBLE FOR PAYMENT OF ALL COSTS OF LABOR, EQUIPMENT, TOOLS, MATERIALS, FEDERAL TAX, PERMITS, LICENSES, FEES AND ANY OTHER ITEMS NECESSARY TO COMPLETE THE WORK PROVIDED. THE PRICES QUOTED IN THIS CONTRACT INCLUDE AND AMOUNT SUFFICIENT TO COVER SUCH COSTS. PRICE SHALL NOT INCLUDE STATE GROSS RECEIPTS OR LOCAL TAX. TAX SHALL BE ADDED TO INVOICE AT CURRENT RATES AS A SEPERATE ITEM TO BE PAID BY USER.

M009

THE CONDITIONS AND SPECIFICATIONS SET OUT IN THE INVITATION TO BID ARE INSEPARABLE AND INDIVISIBLE. ANY VENDOR, BY SUBMITTING A BID, AGREES TO BE BOUND BY ALL SUCH CONDITIONS OR SPECIFICATIONS SET OUT IN THIS INVITATION TO BID, AND ALL OTHER DOCUMENTS REQUIRED TO BE SUBMITTED, INCLUDING BID BOND, SHALL BE SUBMITTED BY THE VENDOR IN HIS BID PACKAGE. FAILURE TO DO SO OR ANY ATTEMPT TO VARY OR CHANGE THE CONDITIONS OR SPECIFICATIONS OF THE BID SHALL, AT THE DESCRETION OF THE STATE, CONSTITUTE GROUNDS FOR REJECTION

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OF THE ENTIRE BID.

BIDDERS SHALL PROMPTLY NOTIFY THE NMDOT OF ANY AMBIGUITY, INCONSISTENCY OR ERROR WHICH THEY MAY DISCOVER UPON THE EXAMINATION OF THE BIDDING DOCUMENTS, OR OF THE SITE AND LOCAL CONDITIONS.

THE OWNER SHALL HAVE THE RIGHT TO REJECT ANY OR ALL BIDS, AND IN PARTICULAR TO REJECT A BID NOT ACCOMPANIED BY DATA REQUIRED BY THE BIDDING DOCUMENTS, OR A BID IN ANY WAY INCOMPLETE OR IRREGULAR.

CONTRACTOR SHALL BE CONSIDERED AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF THE STATE OF NEW MEXICO. HOWEVER, DIRECTIONS AS TO TIME AND PLACE OF PERFORMANCE AND COMPLIANCE WITH RULES AND REGULATIONS MAY BE REQUIRED BY THE USING AGENCY.

PAYMENT FOR SERVICES PERFORMED WILL BE INITIATED UPON FINAL ACCEPTANCE AND INSPECTION OF COMPLETED WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE PROJECT BEING COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

EACH BIDDER WILL SUBMIT WRITTEN PROOF TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION THAT IT HAS BEEN INVOLVED IN TREE DOCTORING AND MAINTENANCE OF GROUNDS AND ROADWAYS A MINIMUM OF TWO (2) YEARS.

M010

VENDOR SHALL ABIDE WITH THE NMDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2000 EDITION, SECTION 700 TRAFFIC CONTROL DEVICES AND WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES CURRENT EDITION PART VI - TRAFFIC CONTROL FOR STREET AND HIGHWAY CONSTRUCTION AND MAINTENANCE OPERATIONS. VENDOR SHALL SUBMIT A TRAFFIC CONTROL PLAN AT LEAST FIVE (5) WORKING DAYS PRIOR TO COMMENCEMENT OF WORK TO THE TRAFFIC ENGINEER OF THE USING AGENCY. THE TRAFFIC ENGINEER SHALL REVIEW AND APPROVE THE PROPOSED SIGNING, LOCATION OF SIGNS AND LOCATION AND TYPE OF ALL TRAFFIC CHANNELIZATION DEVICES TO BE UTILIZED PRIOR TO THE BEGINNING OF OPERATIONS. ALL LANE CLOSURES AND DETOURS MUST ALSO BE APPROVED BY THE TRAFFIC ENGINEER OR DESIGNEE OF THE USING AGENCY. THE CONTRACTOR SHALL ALSO PROVIDE SUFFICIENT FLAGMEN, WHEN DEEMED NECESSARY BY THE ENGINEER OR DESIGNEE OF THE USING AGENCY, TO ASSIST WITH THE TRAFFIC CONTROL DURING OPERATIONS. THE VENDOR SHALL ALSO REMOVE OR COVER TEMPORARY SIGNING THAT IS NOT REQUIRED DURING NON-WORKING AND NIGHTTIME HOURS. THE SEQUENTIAL FLASHING ARROW UNIT, WHEN REQUIRED, SHALL BE THE CASSELL EARLY WARNING MODEL OR EQUAL. AT LEAST ONE LANE SHALL BE KEPT OPEN TO TRAFFIC, WITH ADEQUATE FLAGGING, WHEN WORKING ON A TWO-LANE ROAD AND TREATED ROADWAYS SHALL BE REOPENED TO TRAFFIC DURING NIGHTTIME OR NON-WORKING HOURS.

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BID SECURITY IN THE FORM OF A SURETY BOND EXECUTED BY A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW MEXICO IN THE AMOUNT OF 5% OF THE TOTAL BID, OR THE EQUIVALENT BY MEANS OF A CASHIER'S CHECK, MUST ACCOMPANY EACH BID.

M011

PRIOR TO ISSUANCE OF A CONTRACT ORDER, THE SUCCESSFUL AWARDED CONTRACTOR (S) MUST PROVIDE A PERFORMANCE BOND AND A PAYMENT & MATERIALS BOND EQUAL TO 100% OF THE TOTAL CONTRACT ORDER. SAID BONDS MUST BE PROVIDED TO THE USING AGENCY OFFICE WITHIN 10 CALENDAR DAYS AFTER NOTIFICATION BY THE DEPARTMENT AND ARE TO BE FILED WITH THE AGENCY'S PURCHASING OFFICE. FAILURE TO COMPLY SHALL RESULT IN ORDER BEING ISSUED TO ANOTHER VENDOR AND THE DIFFERENCE BEING CHARGED BACK TO THE AWARDED CONTRACTOR (S). IF THE DEPARTMENT INCREASES THE ORIGINAL ORDER AMOUNT, CONTRACTOR (S) SHALL PROVIDE A PERFORMANCE BOND TO COVER THE ADDITIONAL WORK.

WITHIN FIFTEEN DAYS AFTER THE DATE THE DEPARTMENT RECEIVES WRITTE NOTICE FROM THE CONTRACTOR THAT PAYMENT IS REQUESTED FOR SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL PROPERTY DELIVERED ON SITE AND RECEIVED, THE DEPARTMENT SHALL ISSUE A WRITTEN CERTIFICATION OF COMPLETE OR PARTIAL ACCEPTANCE OR REJECTION OF THE SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL PROPERTY. IF THE DEPARTMENT FINDS THAT THE SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL PROPERTY ARE NOT ACCEPTABLE, IT SHALL, WITHIN THIRTY DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE FROM THE CONTRACTOR THAT PAYMENT IS REQUESTED, PROVIDE TO THE CONTRACTOR A LETTER OF EXCEPTION EXPLAINING THE DEFECT OR OBJECTION TO THE SERVICES, CONSTRUCTION OR DELIVERED TANGIBLE PERSONAL PROPERTY ALONG WITH DETAILS OF HOW THE CONTRACTOR MAY PROCEED TO PROVIDE REMEDIAL ACTION. UPON CERTIFICATION BY THE DEPARTMENT THAT THE SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL PROPERTY HAVE BEEN RECEIVED AND ACCEPTED, PAYMENT SHALL BE TENDERED TO THE CONTRACTOR WITHIN THIRTY DAYS AFTER THE DATE OF CERTIFICATION. IF PAYMENT IS MADE BY MAIL, THE PAYMENT SHALL BE DEEMED TENDERED ON THE DATE IT IS POSTMARKED. AFTER THE THIRTIETH DAY FROM THE DATE THAT WRITTEN CERTIFICATION OF ACCEPTANCE IS ISSUED, LATE PAYMENT CHARGES SHALL BE PAID ON THE UNPAID BALANCE DUE ON THE CONTRACT TO THE CONTRACTOR OR AT THE RATE OF 1 1/2 PERCENT PER MONTH. FOR PURCHASES FUNDED BY STATE OR FEDERAL GRANTS TO LOCAL PUBLIC BODIES, IF THE LOCAL PUBLIC BODY HAS NOT RECEIVED THE FUNDS FROM THE FEDERAL OR STATE FUNDING AGENCY, BUT HAS ALREADY CERTIFIED THAT THE SERVICES OR ITEMS OF

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TANGIBLE PERSONAL PROPERTY HAVE BEEN RECEIVED AND ACCEPTED, PAYMENTS SHALL BE TENDERED TO THE CONTRACTOR WITHIN FIVE WORKING DAYS OF RECEIPT OF FUNDS FROM THAT FUNDING AGENCY. FINAL PAYMENT SHALL BE MADE WITHIN THIRTY DAYS AFTER THE WORK HAS BEEN APPROVED AND ACCEPTED BY THE DEPARTMENT'S SECRETARY OR HIS DULY AUTHORIZED REPRESENTATIVE. THE CONTRACTOR AGREES TO COMPLY WITH STATE LAWS AND RULES PERTAINING TO WORKERS' COMPENSATION INSURANCE COVERAGE FOR ITS EMPLOYEES. IF CONTRACTOR FAILS TO COMPLY WITH THE WORKERS' COMPENSATION ACT AND APPLICABLE RULES WHEN REQUIRED TO DO SO, THE CONTRACT MAY BE CANCELLED EFFECTIVE IMMEDIATELY.

CONTRACTOR NOTE:

NO PERSON SHALL ACT AS A CONTRACTOR WITHOUT A LICENSE ISSUED BY THE (CONSTRUCTION INDUSTRIES) DIVISION CLASSIFIED TO COVER THE TYPE WORK TO BE UNDERTAKEN. NO BID ON A CONTRACT SHALL BE SUBMITTED UNLESS THE CONTRACTOR HAS A VALID LICENSE ISSUED BY THE (CONSTRUCTION INDUSTRIES) DIVISION TO BID AND PERFORM THE TYPE WORK TO BE UNDERTAKEN, 60-13-12, NMSA 1978.

M013

CONTRACTOR LICENSE NUMBER 027681.

TAX NOTE: PRICE SHALL NOT INCLUDE STATE GROSS RECEIPTS TAX OR LOCAL OPTION TAX(ES). SUCH TAX OR TAXES SHALL BE ADDED AT TIME OF INVOICING AT CURRENT RATE, AND SHOWN AS A SEPARATE ITEM TO BE PAID BY USER.

M014

0001 1000.0 HOUR CERTIFIED ARBORIST
RATE PER HOUR FOR TREE MAINTENANCE.
PROVIDE FOR THE PRUNING OF TREES.
REMOVE DAMAGED TREES IF NECESSARY.REMOVE
WEEDS AND CLEANING OF TRASH AND LITTER.TRIM
DEAD LIMBS AND REMOVE LIMB DAMAGE OF VARIOUS
TREES. SUPERVISE EMPLOYEES, COORDINATE
ARRIVAL AND USE OF EQUIPMENT AND ASSUME
RESPONSIBILITY FOR THE TIMELY PROGRESSION OF
OF WORK DURING OPERATIONS.

26.800000 (1)

0002 1000.0 HOUR CLIMBER
RATE PER HOUR FOR AN EMPLOYEE WHO CLIMBS
ONTO TREE AND CUTS BRANCHES. MAY UTILIZE

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** ITEM 0002 CONTINUED **

CHAIN SAW, OTHER RELATED EQUIPMENT AND TOOLS.

26.800000 (1)

0003 1000.0 HOUR GROUNDWORKER
 AIDS CLIMBER AND PERFORMS RELATED
 GROUNDWORK SUCH AS BUT NOT LIMITED TO
 TRIMMING, PRUNING, CLEANING, AND DISPOSING
 OF ALL DEBRIS.

20.000000 (1)

0004 HRLY HOURLY RATE FOR EQUIPMENT NEEDED PER JOB
 (BUCKET TRUCK, DUMP TRUCK, STUMP GRINDER
 , ETC.) APPROXIMATE 200 HOURS

38.000000 (1)

0005 1500.0 MILES MILEAGE
 MILEAGE, ONE WAY TO ALL LOCATIONS
 WILL BE CHARGED FOR DISTANCES IN EXCESS OF A
 35 MILES RADIUS OF THE INTERSECTION OF I-25/
 I-40 IN ALBUQUERQUE, NM AND NOT FROM THE
 VENDORS PLACE OF BUSINESS. MILEAGE WILLBE
 BE CHARGED ONE-WAY ONLY; AND NOT ON A ROUND
 TRIP BASIS. LOCATIONS OF WORK TO BE
 ACCOMPLISHED WILL BE DETERMINED BY THE
 DISTRICT MAINTENANCE ENGINEER OR DESIGNEE.

0.990000 (1)

0006 750.0 HOUR BRUSH CHIPPER
 PER HOUR RATE FOR THE USE OF A BRUSH
 CHIPPER, WITH OPERATOR.

42.500000 (1)