



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

Price Agreement Amendment

Awarded Vendor:
(AC) 0000104973
Guadalupe Mountain Fencing, LLC.
2023 Helper Road
Carlsbad, NM 88220

Phone: (575) 706-2750
Email: a2bc2hughes@gmail.com

Number: **90-805-18-16734**

Amendment No.: **Three**

Term: **March 18, 2019 – March 17, 2022**

Ship To:
Various Locations

Procurement Specialist: **Mark Lujan**

Telephone No.: **505-469-1610**

Email: **Mark.Lujan@state.nm.us**

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this contract please contact:
Angela Martinez (505) 570-7940

Title: Fencing and Fence Maintenance for District Six & Surrounding Areas

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:

Price changes for the following items, for Guadalupe Mountain Fencing, LLC (AC)

	<u>Current Price</u>	<u>New Price</u>
Item 2	\$80.00	\$8.00
Item 3	\$3.00	\$3.50
Item 11	\$2,500	\$1,800

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
Mark Hayden, New Mexico State Purchasing Agent

Date: 3/25/2021

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

KGA MM



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

Price Agreement Amendment

**Awarded Vendor:
2 Vendors**

Number: **90-805-18-16734**

Amendment No.: **Two**

Term: **March 18, 2019 – March 17, 2022**

**Ship To:
Various Locations**

Procurement Specialist: **Mark Lujan**

Telephone No.: **505-469-1610**

Email: **Mark.Lujan@state.nm.us**

**Invoice:
New Mexico Department of Transportation
Various Locations**

**For questions regarding this contract please
contact:
Angela Martinez (505) 570-7940**

Title: Fencing and Fence Maintenance for District Six & Surrounding Areas

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:

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 18, 2021 to March 17, 2022 at the same price, terms and conditions for vendors Guadalupe Mountain Fencing, LLC (AC) and L & J Construction Inc (AD).

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: 3/15/2021

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
Purchasing Division

GSD/PD (Rev. 04/19)

Price Agreement Amendment

Awarded Vendor
4 Vendors

Email:
Telephone No. _____

Price Agreement Number: 90-805-18-16734

Price Agreement Amendment No.: One

Term: March 18, 2019 – March 17, 2021

Ship To:
Various Locations

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Email: Mark.Lujan@state.nm.us

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this Price Agreement please
contact:
Angela Martinez (505) 570-7940

Title: Fencing and Fence Maintenance for District Six & Surrounding Areas

This Price Agreement 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 March 18, 2020 to March 17, 2021 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


Mark Hayden, New Mexico State Purchasing Agent

Date: 03/31/2020



State of New Mexico General Services Department

Price Agreement

Awarded Vendor
4 Vendors (See Page 6)

Telephone No.

Price Agreement Number: **90-805-18-16734**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

Ship To:
Various Locations

Procurement Specialist: **Mark Lujan** *ML*

Telephone No.: **(505) 827-0564**

Email: **Mark.Lujan@state.nm.us**

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this contract please contact:
Angela Martinez (505) 570-7940

Title: Fencing and Fence Maintenance for District Six & Surrounding Areas

Term: March 18, 2019 – March 17, 2020

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Richard Rodriguez for

Acting Director, State Purchasing Division

Date: 03/17/19

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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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

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

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

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

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

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

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

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

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

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

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

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

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

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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: <http://www.insurenemexico.state.nm.us/>.

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

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

Department Price Agreement

Article I – Statement of Work

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

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

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

Article II –Term

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

Article III –Specifications

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

Article IV – Shipping and Billing Instructions

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

Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all

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

Article VI – Amendment

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

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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Awarded Vendors:

(AA) 0000057596

Apache Construction Co., Inc.
1932 Coors Blvd SW
Albuquerque, NM 87121
505-877-1155
pchavez@vfcnm.com

(AB) 0000044788

Enchantment Fences, LLC.
8322 Broadway SE Suite 300
Albuquerque, NM 87105
505-877-7070
kozhan@enchantmentfences.com

(AC) 0000104973

Guadalupe Mountain Fencing, LLC.
2023 Helper Road
Carlsbad, NM 88220
575-706-2750
a2bc2hughes@gmail.com

(AD) 0000049250

L & J Construction, Inc.
P.O. Box 1943
Anthony, NM 88021
575-882-4426
ljconst@gmail.com

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Specifications:

Establish a Price Agreement for the New Mexico Department of Transportation (NMDOT), District Six, for Fencing and Fence Maintenance.

Term of Agreement:

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-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed four (4) years.

Performance and Material Bonds:

Prior to the issuance of a purchase order, the successful awarded Contractor(s) must provide a performance bond and a payment and materials bond equal to 100% of the total purchase order. Said bonds must be provided to the requesting district within ten (10) calendar days after notification by the Department and are to be filed with the District's Purchasing Office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded Contractor(s).

The performance bond is to secure the Department for losses and damages sustained by reason of default by vendor. The materials bond is to guarantee availability of equipment and acceptance of product.

Tax Note:

Prices shall not include state gross receipts or local option tax. Taxes shall be added to the invoice at current rates as a separate item to be paid by the users.

Bidding Information:

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 taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this contract include an amount sufficient to cover such costs.

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 in the Invitation to Bid, and all other documents required to be submitted shall be returned by the vendor in his/her bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the Invitation to Bid shall, at the discretion of the State, constitute grounds for rejection of the entire bid.

Vendor is requested to indicate their Federal Tax ID number, New Mexico Gross Receipts or Social Security Number

_____.

Escalation Clause:

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Contract 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.

Bid Review:

The Department of Transportation shall perform the review for materially and/or mathematically unbalanced bids received for this Price Agreement. The requirements set forth in the most current edition of the NMDOT Standard Specifications for Highway and Bridge Construction will be used for this review.

<http://dot.state.nm.us/content/nmdot/en/Standards.html>

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The Department of Transportation is sole authorized agent for official review of unbalanced bids. The final review will be sent to the State Purchasing Agent for his/her determination on this matter.

Method of Award:

Bids must be submitted for all items, failure to do so will result in the rejection of bid. In no case shall this agreement be awarded to more than three vendors.

Prices quoted shall include all labor and equipment necessary to accomplish the work.

The following procedure for the utilization of vendors shall be used on multiple source Price Agreements:

1. The selection of a vendor from multiple source Price Agreement to complete a project shall be based on the project estimate (purchase order).
2. The Department shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded vendor. The project estimate shall not be modified by adding new items after work has commenced.
3. The vendor selected to perform the work on the project shall be the vendor providing services for the specific project estimate at the lowest overall cost to the Department.
4. A vendor **not** offering the lowest cost to the Department can only be used for the specific project if the vendor providing the lowest overall cost to the Department is unable to perform the work within the specified time due to crew availability. The Department shall require written correspondence from vendor indicating unavailability to perform specified work.

Public Works Minimum Wage Act:

This is a Public Works contract 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, 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, Santa Fe, New Mexico and those shown under U.S. Department of Labor current Wage Decision Numbers, No. NM 030002-NM030003 and any modifications 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.

Contract Order:

At time of every task order issued for projects over sixty thousand dollars (\$60,000.00), a Wage Rate Decision Number must be requested by end user of the user agency. The Wage Rate Decision number can be obtained through the New Mexico Department of Work Force Solutions, Public Works Section. The Public Works website that can be accessed at: <http://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX>. Wage Rates must be attached to each contract order issued. Contractor must adhere to Wage Rate decision as issued by the New Mexico Department of Workforce Solutions.

The Contractor Agrees to:

- A. Provide competent personnel and equipment capable of performing the required work in a professional manner.
- B. Furnish and install materials as specified by written notification.
- C. Be responsible for cleaning, removal and disposal of all debris emanating from work performed and disposal of all debris generated by repair operations, as approved by the District Engineer or the District Engineer's designee. Final payment may be withheld subject to written approval by the District Engineer or the District Engineer's designee.
- D. **Mobilization:** The Contractor must designate one home office in the State of New Mexico for the terms of this agreement; the Contractor shall furnish the District Engineer or the District Engineer's designee with mileage for every move of thirty (30) miles or more, one way. No payment shall be made for moves less than 30 miles. Payments will be for one way movement only. In cases where the Contractor moves for his convenience, he will not be paid for the mileage upon returning to his previous worksite or to a location within thirty (30) miles of the previous worksite.

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- E. **Traffic Control:** If required by the NMDOT, the Contractor shall furnish directly (or provide through an approved sub-contractor) all traffic control at locations specified including submittals of traffic control plans (TCP), in accordance with M.U.T.C.D. No traffic control at a given location shall be paid for if no work is being performed and the location could be (or is) open to traffic. The TCP shall be computer generated, no hand drawings will be accepted. TCP will be submitted, and approved by the District Traffic Engineer at least five (5) working days before work is to commence.
- Urban Traffic Control**-(within corporate limits of urban areas as designated by District Engineer or designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with M.U.T.C.D., including furnishing plans for same, per lane, per site typically including (but not limited to) sequential arrow display, delineation devices, advanced warning signs and barricades.
- Rural Traffic Control**-(areas not within designated corporate limits or as designated by District Engineer or the District Engineer's designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with M.U.T.C.D., including furnishing plans for same, per lane, per site typically including (but not limited to) sequential arrow display, delineation devices, advanced warning signs and barricades.
- F. The Contractor shall be liable for satisfactory workmanship of all operations for a period of **One (1)** year after initial acceptance. Any defects attributed to faulty workmanship or faulty material shall be satisfactorily repaired, all at no cost to the State, in an acceptable manner and within the time limits set by the District Engineer or the District Engineer's designee. Defects attributed to faulty material will be resolved by the Contractor, supplier and/or manufacturer. If warranties are called for in the specifications or given by manufacturer in excess of **one (1)** year, all defects shall be corrected as stated previously for the warranty period.
- G. 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 actions necessary to protect the life and health of employees on-the-job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.
- H. 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 acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price 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 56-7-1 N.M.S.A. 1978 comp.) and any amendments thereto.
- It is specifically agreed between parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or any other claim whatsoever pursuant to the provisions of this Price Agreement.
- I. A potential Contractor or the Contractor agrees to comply with state laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

Insurance Requirements:

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

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(A) Public Liability and Automotive Liability Insurance

1. General Liability: Bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability: \$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability: \$2,000,000 each occurrence (annual aggregate)

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
 1. Coverage for liability arising out of the operation of independent Contractors
 2. Completed operation coverage
 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
 - b. In the event that the use of explosives is a required part of the Contract, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
 - c. In the event that a form of work next to an existing building or structure is a required part of Contract, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:
 - a) The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
 - d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging or drilling, or to injury to or destruction of property at any time resulting there from.
2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

Bodily Injury Liability: \$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability: \$2,000,000 each occurrence (annual aggregate)

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

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

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

The Contractor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Contractor pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the Department thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the Department on renewal of a policy or policies as necessary during the terms of this Contract.

The Department shall not issue a notice to proceed until such time as the above requirements have been met.

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- (C) **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 form excess coverage (Umbrella) as meeting the requirements of Subsection (A)1.a of this Contract, should such insurance otherwise meet all requirements of such subsections.
- (D) **Other Required Insurance:** The Contractor shall procure and maintain, when required by the Department, form and types of Bailee insurance such as, but not limited to, builder's risk insurance, Contractor's equipment insurance, rigger's liability property insurance, etc. In an amount necessary to protect the department against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents or subcontractors.
- (E) **Railroad Insurance:** In the event that railroad property is affected by the subject Contract, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:
Bodily Injury Liability, Property Damage Liability: \$2,000,000 each occurrence

Liability and Physical Damage to Property: \$6,000,000 aggregate

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

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO, American Association of State Highway and Transportation Officials, Form located at: <https://www.transportation.org>

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to the time and place of performance and compliance with rules and regulations may be required by the using Agency.

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 Vendor and the State of New Mexico and any Commission, Divisions or Department thereof.

Mobilization:

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

Scope of Work:

This work consists of construction of new fencing and/or replacement of old fencing along existing New Mexico Department of Transportation right-of-ways.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS MODIFYING**

SECTION 607: FENCE

All provisions of SECTION 607, FENCE of the New Mexico State Department of Transportation Standard

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Specifications for Highway and Bridge Construction, 2014 Edition, shall apply except as modified herein:

607.1 DESCRIPTION

This Work consists of constructing fence and gates.

607.2 MATERIALS

607.2.1 Certification

Submit independent testing Laboratory certification to the Project Manager that indicates the fencing Materials meet these Specifications. The Department may inspect the manufacturing methods at manufacturing plants and may obtain Material samples for testing and may base Acceptance on the quality of manufacturing lots.

607.2.2 Barbed Wire and Woven Wire Fence

607.2.2.1 Wire

Provide wire and wire components with at least a Class 1 zinc coating in accordance with ASTM(American Society for Testing Materials) A 121 or ASTM A 116, unless otherwise specified in the Contract. Instead of Class 1 coating, the Contractor may coat the wire with aluminum alloy covering at least 0.3 oz. per square foot of wire surface.

Delete the following Subsection to include the following:

607.2.2.1.1 Barbed Wire

Provide barbed wire and barbs in accordance with ASTM A 121. Provide composite barbed wire strands that consist of two (2) coated wires with diameters of 0.099 inch. Provide round barbs that have a coated diameter of 0.08 inch, with either two-point barbs spaced four (4) inches apart or four-point barbs spaced five (5) inches apart. Provide stays for barbed wire fences in accordance with ASTM A 116, with a coated diameter of at least 0.142 inch and with lengths and spacing in accordance with the NMDOT standard drawing.

Delete the following Subsection to include the following:

607.2.2.1.2 Woven Wire

Provide woven wire in accordance with ASTM A 116, Design Number 832-6-11, unless otherwise specified in the NMDOT standard drawing.

607.2.2.1.3 Post Fasteners

Provide coated staples with a diameter of at least 0.148 inch and a length of at least 1 ½ inch; use for fastening fence wire to wood posts.

607.2.2.1.4 Brace Wire

Provide coated brace wire with a diameter of at least 0.148 inch; use for constructing braces and intermediate braces with wood posts.

607.2.2.1.5 Tie Wire

Provide coated tie wire for fastening barbed or woven wire to steel posts with a diameter of at least 0.099 inch. The Contractor may use wire fasteners or metal clamps with thicknesses of 0.12 inch or greater instead of tie wires, if approved by the Project Manager.

Delete the following Subsection to include the following:

607.2.2.2 Posts

Provide metal or wood corner, brace, intermediate brace gate, and line posts of the specified type, size, and length in accordance with the NMDOT standard drawing.

607.2.2.2.1 Metal Posts

Provide metal posts and braces of rail, billet, or commercial-grade steel in accordance with ASTM A 702 or ASTM F 1083 for galvanized, standard weight pipe. Provide C-section posts in accordance with ASTM A 1011.

Galvanize steel posts in accordance with AASHTO M 181 for Grade 1 steel and provide a top coating specified for Grade 2 steel, or an equivalent or better coating, from the Department's *Approved Products List*. Coat edges and damaged areas of posts in accordance with ASTM A 780. Use posts of the same coating and color.

Provide posts that weigh no less than 95% of the specified weight; and are of the specified length +2 inch, -1 inch. Provide line posts with a minimum weight of 1.33 lb per foot, not including anchor plates. The Contractor may provide I-beam, T-beam, U-beam, Y-bar, or C-section line posts. Provide line posts with corrugations, lugs, ribs, or notches spaced one (1) inch on centers to attach fence wire. The Department will not accept posts with punched tabs used for crimping around the wire.

Provide anchor plates with an area of at least 18 inch² and that weigh at least 0.67 lb. Clamp, weld, or rivet anchor plates to the post section to prevent displacement when driving the posts.

607.2.2.2.2 Wood Posts

Provide wood posts cut from live southern yellow pine, lodge pole pine, or ponderosa pine trees.

Provide straight posts that are free of decay and other defects, bark-free, trimmed smooth of knots and projections, and with both ends sawed off perpendicular to the centerline. Provide an average nominal diameter at the top of each post of at least six (6) inches. Ensure the circumference of corner, brace, intermediate brace, and gate posts is at least 19 inches, measured six (6) inches below the top of the post.

The Contractor may provide line posts with a slight crook in one (1) direction, but the post may not vary more than 1 1/2 inch from a straight line connecting both ends of the post. Ensure the average nominal diameter of the top of each line post is at least three (3) inches. Ensure the circumference of line posts is at least nine (9) inches, measured six (6) inches below the top of the post. Provide coast region douglas fir or New Mexico red spruce or fir braces for wood posts.

607.2.2.2.2.1 Preservative Treatment of Wood Posts

Provide wood posts pressure treated with pentachlorophenol in accordance with Section 550.2.2, "Preservatives and Treatment Methods," with a minimum retention of 0.3 lb. per cubic foot.

Delete the following Subsection to include the following:

607.2.2.3 Gates

For fence constructed with woven wire and barbed wire, the Contractor shall provide tubular steel or steel panel frame gates. Provide gates with woven wire or chain link fabric filler, if directed by the Project Manager.

If providing barbed wire gates, use the same Materials as for the barbed wire fence. Provide frame tube and panel Materials for gates in accordance with AASHTO M 181, unless otherwise specified in the Contract.

Galvanize gates in accordance with Section 607.2.2.2.1, "Metal Posts," or coat in accordance with Section 545, "Protective Coating of Miscellaneous Structural Steel." Use "Interstate Green" as the finished color coating, except for galvanized gates.

607.2.2.4 Fittings

Provide fittings, hardware, and appurtenances for fences and gates that are of commercial-quality steel, malleable iron, or wrought iron, and galvanized in accordance with ASTM A 153.

607.2.3 Chain Link Fence

607.2.3.1 Posts

Provide posts that are tubular steel, H-column, or C-section (for line posts). Provide either Grade 1 or Grade 2 steel posts in accordance with AASHTO M 181. Provide Grade 1 tubular posts, braces, and top rails in accordance with ASTM F 1083 for galvanized, standard weight pipe. Provide Grade 2 steel posts in accordance with ASTM A 1011 or ASTM A 653.

Provide C-section line posts in accordance with ASTM A 1011. Provide H-column posts in accordance with ASTM A 36.

Provide pipe with minimum wall thickness as specified in the Contract. Ensure that the product of the yield strength and section modulus of the pipe is in accordance with ASTM F 1083. Provide posts that securely hold tension wires in position without vertical movement.

607.2.3.2 Fittings

Provide fittings in accordance with Section 607.2.2.4, "Fittings."

Provide stainless steel straps and seals in accordance with ASTM A 176.

Provide coated tension wires that are galvanized coil spring steel wire of commercial quality with a diameter of 0.148 inch. Provide galvanized ferrules for tension take-up in accordance with ASTM A 1011.

Provide pull cable and tension truss rods with diameters of at least 3/8 inch, with drop forged turnbuckles or other approved tension devices.

Provide pull cable and tension wires with a minimum zinc coating of 0.8 oz. per square foot of uncoated individual wire surface, tested in accordance with ASTM A 90.

The Project Manager will determine the uniformity of the coating by visual inspection. The Project Manager may reject coating with excessive roughness, blisters, discoloration spots, bruises, and flaking. The Department may make other inspections and tests at the manufacture's plant, before shipment.

607.2.3.3 Tie Wires and Fasteners

Provide galvanized, coated tie wires for fastening chain link fabric to posts and rails with a diameter of at least 0.148 inch. The Contractor may provide galvanized steel or noncorrosive metal bands or fasteners instead of tie wires, as recommended by the manufacturer.

607.2.3.4 Compression Braces

Provide compression braces that meet the same requirements as top rails in accordance with Section 607.2.3.1, "Posts."

607.2.3.5 Chain Link Fabric

Provide chain link fabric in accordance with AASHTO M 181, with a Class C coating or better. Provide chain link fabric full height. Provide galvanized, coated wire with a diameter of 0.148 inch. Provide two (2) inch mesh fabric. Measure the mesh size as the distance between the wires forming parallel sides of the mesh.

607.2.3.6 Gates

Provide double drive, single drive, or single walk gates. Provide galvanized steel pipe gate frames in accordance with ASTM F 1083 and ASTM A 123.

607.2.3.7 Vinyl-Coated Chain Link Fence

Provide vinyl-coated chain link fences in accordance with Section 607.2.3, "Chain Link Fence," except as modified in this subsection.

If providing PVC coated chain link fabric, use vinyl-coated fabric, posts, and hardware in accordance with AASHTO M 181 for Class A PVC coating. Continuously bond the vinyl coating (do not spray or dip) over the galvanized steel wire by the extrusion bonding process under pressure.

Ensure the vinyl coating resists damage from prolonged exposure to dilute solutions of common mineral acids, sea water, and dilute solutions of salts and alkali.

Galvanize using the electrolytic process before coating with PVC.

Provide wire that was vinyl-coated before weaving and is free and flexible at the joints.

607.2.4 Post and Cable Access Fence

607.2.4.1 Cable

Provide wire cable in accordance with AASHTO M 30. Provide cable of Type I, Class A, 0.75 in diameter rope, unless otherwise specified in the Contract.

607.2.4.2 Hardware and Fittings

Provide galvanized or cadmium plated parts, hardware, and fittings. Galvanize in accordance with AASHTO M 232. Provide cadmium plating in accordance with ASTM B 766, for Class 12, Type III. Provide bolts in accordance with ASTM A 307 and nuts in accordance with ASTM A 563.

Provide externally threaded fittings such as end tie rods, anchor rods, and splicing rods that transmit direct tensile stress, having a minimum tensile strength of 75,000 psi.

Provide internally threaded fittings such as turnbuckles, cable sockets, and nuts capable of withstanding a proof load that is 85% of the proof load requirements for nuts, as specified in accordance with ASTM A 563, Table 3.

Provide cable splices and connections that withstand a proof load equal to the tensile strength required of the attached wire rope cable.

Provide steel rectangular plate washers and cable clamps with a minimum tensile strength of 60,000 psi. Provide plain washers of ferrous metal in accordance with ANSI B 18.22.1, Type A.

607.2.4.3 Wood Posts

Provide wood posts from one (1) of the following species:

1. Northern White Cedar;
2. White Pine;
3. Jack Pine;
4. Red (Norway) Pine;
5. Southern Yellow Pine;
6. Ponderosa Pine.

Provide posts from live trees that are stacked and properly seasoned. Peel the entire length of each post, closely trim knots, saw both ends square, and shave the entire length of the post to the white.

Provide posts with a top diameter after shaving of four (4) inches -1/2 inch, +1 1/4 inch.

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Ensure posts are free of sap rot, woodpecker holes, plugged holes, ant-eaten areas, and hollow knots extending to center of the post. Do not allow butt rot to exceed five percent (5%) of the butt area. Provide posts with sound tops, however, the Department will allow one (1) pipe rot not exceeding a diameter of 3/8 inch on a cedar post. Provide posts that do not have excessive checking. Ensure that the posts do not have short kinks or more than one (1) oneway sweep exceeding two (2) inches, however, the post may have a winding twist.

The Department will not allow posts exhibiting both the maximum crook and maximum butt rot, and will not allow more than ten percent (10%) of the posts specified in the Contract to contain the maximum crook or butt rot.

The Department may reject posts with other defects that give the post an unsightly appearance or impair its durability or strength. Complete debarking, trimming, and sizing operations before treatment.

607.2.4.4 Preservative Treatment of Posts for Post and Cable Barrier

Provide pressure treated wood posts with pentachlorophenol in accordance with Section 550.2.2, "Preservatives and Treatment Methods," with a minimum retention of 0.4 lb. per cubic foot.

607.2.5 Snow Fence

Provide snow fence of 1/2 inch × 1 1/2 inch wooden pickets spaced 3 1/2 inch on center and woven between five (5) cables. Each cable will consist of at least two (2) strands of galvanized steel wire with diameters of 0.099 in or larger.

Provide wooden pickets that are at least 48 inches long and treated or painted in accordance with the manufacturer's recommendations.

Provide wire, braces, attachments, and fittings in accordance with ASTM A 116 and applicable requirements of Section 607.2.2, "Barbed Wire and Woven Wire Fence."

607.2.6 Concrete

Provide Class A concrete bearing blocks and anchors in accordance with Section 510, "Portland Cement Concrete." The Contractor may provide a prepackaged, pre-blended cementitious Material to which the Contractor only adds water at the site.

607.3 CONSTRUCTION REQUIREMENTS

Delete the following Subsection to include the following:

607.3.1 General

Clear the fence lines of trees, bush, stumps, logs, weeds, existing fences, and other obstructions that may interfere with fence construction, unless the Project Manager requires certain trees to remain in place. Dispose of removed material.

If the Contractor is to embed posts, braces, or anchors in concrete, the Contractor shall install temporary guys or bracing to hold the posts in position until the concrete sets. Unless otherwise specified, do not install Materials on posts and do not strain posts, braces, or anchors set in concrete until seven (7) Days after concrete placement, or until the concrete has reached a compressive strength of 2,500 psi, whichever occurs first. Crown the concrete at the top of the foundation to shed water.

Only cut the tops of posts as approved by the Project Manager. Apply protective coating to cut posts in accordance with Section 607.3.8, "Repair of Damaged Coating on Pull Cables and Tension Wires."

Firmly attach wire and fencing to the posts and braces. Tightly stretch wire and install it at the required elevations. Place fence wire on the field side of the posts, except on the inside of curves.

At each location where an electric transmission, distribution, or secondary line crosses new fence, provide and install a ground connection in accordance with the NEC®.

Build new fences adjacent to existing fence before removing existing fences. When removing and rebuilding fences, maintain the security of livestock and protect adjacent properties and the traveling public. Remove the existing fence or unused Materials and neatly roll it up in single strand rolls. Remove the fence posts without damaging them and place the posts with the rolls of wire within the Right of Way for property owners to salvage, unless otherwise directed by the Project Manager. If the property owners do not pick the fence up within the allotted time, dispose of the fence as directed by the Project Manager.

Delete the following Subsection to include the following:

607.3.2 Barbed Wire and Woven Wire Fence

Set posts plumb and in accordance with the Plans. The Contractor may drive metal line posts. Excavate for footings and anchors in accordance with the Plans or as directed by the Project Manager. Place post hole backfill in thin layers and compact each layer.

Attach Right of Way fences to Roadway Structures, as directed by the Project Manager.

607.3.2.1 Fence Tensioning

Stretch fence wire with a mechanical stretcher or other similar device. Do not allow the length between pull posts to exceed 990 ft. for barbed wire, and 660 ft. for woven wire.

607.3.2.2 Braces and Corner Posts

Place intermediate braces at intervals of 990 ft. or less and at every fence grade-change, such as edges of arroyos, bottoms and tops of hills, and as directed by the Project Manager. Maintain the required distance between the bottom wire and the ground. Space intermediate braces evenly between corner and gateposts or cattle guards. Place a corner post and brace at the intersection of cross fences and the Right of Way fence. Stretch the wires and firmly attach them to the corner posts.

Delete the following Subsection to include the following:

607.3.3 Chain Link Fence

Install braces, tension rods, cables, hardware, and appurtenances in accordance with the manufacturer's recommendations and the NMDOT standard drawing.

Do not attach chain link fabric to posts until the concrete footings have reached a compressive strength of 2,500 psi, or until 3 Days after concrete placement, whichever occurs first.

After permanently positioning posts, setting anchorages firmly, and drawing tension wires and pull cables tight with turnbuckles or other approved tension devices, secure the tension wires to the posts with tension bands and tie wires. Secure the chain link fabric at one end and stretch away from the secured end. Stretch the fabric with a mechanical stretcher or other device approved by the Project Manager.

607.3.3.1 Chain Link Fence Post Placement

Set posts plumb in concrete footings. Space chain link fence posts at intervals of ten (10) feet or less. Measure the intervals from center to center of posts. Pull posts are line posts braced to adjacent line posts. Position pull posts at intervals of 500 ft. or less. Provide end posts with an outside diameter of at least 2.875 inch. Brace end posts in the same way as corner posts.

607.3.3.2 Chain Link Security Fence

Use chain link security fence in accordance with Section 607.3.3, "Chain Link Fence." Supply security appurtenances on gates for access.

607.3.4 Post and Cable Access Fence

607.3.4.1 Post Placement

The Department will allow a depth of post embedment that is greater than specified in the Contract if the finished top of the post meets the required elevation. Compact the bottom of the holes to provide a stable foundation. Set the posts plumb with the front faces in a neat uniform line and with full contact on the foundation surface. Backfill holes with granular Material and compact in layers so the posts maintain the specified position and alignment.

Instead of setting posts in previously dug holes and backfilling, the Contractor may drive the posts, except if the Contract specifies bearing blocks. Only drive if there is adequate lateral stability and as long as the Shoulders and adjacent slopes are not damaged from the driving operations.

Remove posts that do not meet the requirements or are damaged below cutoff during driving, and replace with sound posts. If upward vertical adjustment of posts is necessary, remove and reinstall them.

The Contractor may cut off the tops of posts to the elevation specified in the Contract. Round the tops of round posts to an approximate domed hemispherical shape centered on the axis of the post. After cutting off treated posts, apply two (2) coats of pentachlorophenol preservative to the cut surfaces.

607.3.4.2 Setting of Anchors, Cable, and Fittings for Post and Cable Access Fence

If a bolt projects more than one (1) inch from the nut, cut off 1/2 inch and burr. Paint the ends of cut-off bolts with aluminum paint. Bore holes for cable supports after the posts are set. Place end and intermediate anchorages and bearing blocks in accordance with the Contract.

Excavate trenches for anchor blocks to their neat lines. Perform excavation for anchor rod installation without excessively disturbing the earth between the block and the anchored posts. Excavate holes for bearing blocks to their neat lines, then place and level the block with anchor rods in place on undisturbed soil. Place backfill Material and compact in layers. Do not apply final tension to the anchor assembly until after completing the backfilling.

After completing the anchor assemblies, properly adjust and securely fasten the cables, draw the cables tight, then loosen them to meet Contract requirements for the applicable temperature range.

Use three (3) inch wide reflective sheeting in accordance with Section 701.2.2.1, "Retroreflective Sheeting," Silver White No. 2. Mount the sheeting on flexible aluminum alloy. Fix the sheeting to each end post and at maximum intervals of 100 ft. on intermediate posts, with a minimum of three (3) strips per installation. Completely wrap the reflective strips around each post before installing the post plate washers.

Delete the following Subsection to include the following:

607.3.5 Snow Fence

Construct snow fence in accordance with the manufacturer's recommendations and the NMDOT standard drawing.

607.3.6 Pedestrian/Bicycle Railing

Construct pedestrian and bicycle railing in accordance with the Contract or as directed by the Project Manager.

Delete the following Subsection:

607.3.7 Removing and Rebuilding Fence

607.3.8 Repair of Damaged Coating on Pull Cables and Tension Wires

The Contractor may repair pull cables and tension wires that exhibit minor damage to the zinc coating by wire-brushing the damaged area and removing loose, cracked, or weld-burned zinc coating. Paint the cleaned area with two (2) coats of zinc oxide-zinc dust paint in accordance with Federal Specification TT-P-641 or Military Specification MIL-P-21035 or with an equivalent coating approved by the Project Manager. Make repairs and provide repair Materials at no additional cost to the Department.

Delete the following Subsection to include the following:

607.3.9 Gates

Fabricate and construct gates, and stile and post wire traps in accordance with the NMDOT standard drawing.

Delete the following Subsection to include the following:

607.3.9.1 Remove and Reset Gate

Remove and reset existing gates as directed by the Project Manager.

607.4 METHOD OF MEASUREMENT

The Department will measure fences and watgap gates along the top from outside to outside of end posts for each continuous run of fence or watgap gate.

Delete the following Subsection to include the following:

607.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Barbed Wire Fence ____ ft.	Linear Foot
Game Fence ____ ft.	Linear Foot
Woven Wire Fence ____ ft.	Linear Foot
Chain Link Fence ____ ft.	Linear Foot
Chain Link Security Fence ____ ft.	Linear Foot
Vinyl-Coated Chain Link Fence ____ ft.	Linear Foot
Snow Fence ____ ft.	Linear Foot
Pedestrian/Bicycle Railing ____ ft.	Linear Foot
Pedestrian Screening Fence Type ____ ft.	Linear Foot
Post and Cable Access Fence ____ ft.	Linear Foot
Standard Gate ____ ft.	Each
Barbed Wire Gate, ____ ft.	Each
Chain Link Gate, ____ ft. Span	Each
Chain Link Gate, ____ ft. Span by ____ ft. Rise	Each
Pipe Gate ____ ft.	Each
Water Gap Gate	Linear Foot
Turnstile Gate ____ ft.	Each
Remove and Reset Gate	Each
Stile and Post Wire Trap	Each

607.5.1 Work Included in Payment

The following Work and items will be considered as included in the payment for the main item(s) and will not be measured or paid for separately:

- Clearing and grubbing, grading, excavation, backfill, disposal of surplus material, concrete, fasteners, galvanizing, coating repairs and all additional bracing required for grade changes.

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Items:

Item	Approx. Qty.	Unit	Article and Description	Vendors			
				(AA)	(AB)	(AC)	(AD)
1	10,000	Linear Feet	Barbed Wire Fence	\$3.18	\$3.15	\$2.70	\$3.50 Standard 5 wire barbed wire fence
2	10,000	Linear Feet	Game Fence	\$2.99	\$18.95	\$80.00	\$3.40 Per Drawing 607-02-1/1 Sheet 607-05 4 wire barbed wire fence
3	10,000	Linear Feet	Woven Wire Fence	\$4.34	\$6.45	\$3.00	\$4.20
4	10,000	Linear Feet	Chain Link Fence	\$20.93	\$24.80	\$20.00	\$21.00 6 Foot
5	10,000	Linear Feet	Chain Link Security Fence	\$21.99	\$28.40	\$30.00	\$24.00 6 foot plus 1
6	10,000	Linear Feet	Vinyl-Coated Chain Link Fence	\$25.98	\$39.62	\$40.00	\$19.00 6 Foot
7	10,000	Linear Feet	Snow Fence	\$5.27	\$9.65	\$15.00	\$5.50
8	10,000	Linear Feet	Pedestrian/Bicycle Railing	\$237.16	\$42.70	\$5.00	\$45.00
9	500	Linear Feet	Pedestrian Screening Fence Type	\$157.57	\$240.00	\$25.00	\$140.00 Type 1
10	500	Linear Feet	Post and Cable Access Fence	\$69.25	\$48.60	\$15.00	\$28.00
11	1	Each	Standard Gate	\$1,897.80	\$1,860.00	\$2,500.00 12' gate	\$1,800.00 16' Standard Gate
12	1	Each	Barbed Wire Gate	\$1,450.00	\$1,430.00	\$500.00	\$950.00 16' Opening
13	1	Each	Chain Link Gate	\$2,225.00	\$2,140.00	\$2,500.00 20' DDG	\$1,800.00 6' x 10' Gate
14	1	Each	Pipe Gate	\$3,525.00	\$1,940.00	\$500.00 10' gate	\$5,000.00
15	1	Each	Water Gap Gate	\$9,345.00	\$120.00 per Linear Ft. Price	\$5,000.00	\$10,500.00 60' Section per sheet 607-14
16	1	Each	Remove and Reset Gate	\$895.00	\$1,640.00	\$2,000.00 12' gate with H-braces. Removed and installed	\$1,500.00

16 Items